

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene at 4:00 p.m. and retire into Executive Session in the Red River Room for the purpose of attorney consultation regarding the pending litigation Romantix Inc. v. City of Fargo and Nicole Crutchfield, as well as reasonably predictable and threatened litigation regarding the property located at 924 5th Street South and Citizens for a Clean Environment, LLC, and to receive its attorneys' advice and guidance on the legal risks, strengths, and weaknesses of an action of a public entity, which, to discuss these matters in open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City. Thus, an Executive Session for these matters is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9.

Regular Meeting at 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at www.FargoND.gov/streaming. They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at www.FargoND.gov/citycommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, December 12, 2022; Special Meeting, December 21, 2022).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of an Ordinance Relating to Definitions, License-Qualifications, Licensed Premises-Requirements for, and Licenses-Termination, Suspension, Revocation, and Sanctions; 1st reading, 12/12/22.
- 2. Resolutions Relating to the Qualification of Members of the Board of Health.
- 3. Amendment to the Findings of Fact, Conclusions and Order for property located at 812 7th Street North.
- 4. City of Fargo Resolution Authorizing Officers to Make Deposits and Withdrawals.
- 5. Applications for Games of Chance:
 - a. St. John Paul II Catholic Schools for a raffle and raffle board on 2/3/23.
 - b. Centennial Elementary PTO for bingo on 1/27/23.
- 6. 2023 Legislative Priorities.

7. Page 2 Release of Permanent Easement with Montplaisir Ag and Rental, LLP and Laverne A. Montplaisir Family Trust.
8. Satisfaction of Agreement for Document No. 1151314.
 9. Access Easement (Storm Sewer, Sanitary Sewer and Water Main) with Southeast Cass Water Resource District.
 10. Master Service Agreements for Consulting Engineering Services as presented for Project No. MS-23-A0 (RFP23005).
 11. Exercising the option to piggyback on the Minnesota State Contract to purchase a riding sweeper/scrubber from Tennant Sales & Service Company (PBC22-186080).
 12. Notice of Grant Award Amendment with the ND Department of Health and Human Services for the Ryan White Part B Program (CFDA #93.917).
 13. Notice of Grant Award Amendment with the ND Department of Health and Human Services for COVID-19 Preventative Services Recovery (CFDA #93.391).
 14. Agreement for Services with Great Outcomes Consulting, LLC.
 15. Agreement for Services with Metro Plains Management.
 16. Request for out-of-grade pay for Lieutenant Bill Ahlfeldt effective 1/2/23-3/19/23.
 17. Agreement for Property Demolition with Pioneer LLC at 924 5th Street South (RFP22112).
 18. Amendment No. 1 of Subrecipient Agreement with Churches United for the Homeless.
 19. Notice of Grant Award from the ND Department of Emergency Services Division of Homeland Security for a FY2022 State Homeland Security Grant (CFDA #97.067).
 20. Service Contract Agreement with Liberty Business Systems, Inc. (PBC23-131).
 21. Receive and file the November 2022 Traffic Enforcement Efforts.
 22. Purchase of a digital whiteboard for the Criminal Investigations Division using federal seized assets in the amount of \$3,546.76.
 23. Awarding of RFP23006 for winter pruning contract.
 24. Bid awards for Project No. WA2158.
 25. Task Order No. 22 with AE2S in the amount of \$399,300.00 for Project No. WA2152.
 26. Bills.
 27. Contract Amendment No. 7 with Houston Engineering in the amount of \$47,500.00 for Improvement District No. MS-17-A0.
 28. Negative Final Balancing Change Order No. 4 in the amount of -\$355,221.95 for Improvement District No. PN-22-A1.
 29. Contracts and bonds for Improvement District Nos. BN-23-A and BR-23-C1.

REGULAR AGENDA:

30. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**
31. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
 - a. CONTINUE TO 1/23/23 - Application for a Class "CWM" Alcoholic Beverage License for ZaChase LLC d/b/a Crafty Taps to be located at 3902 13th Avenue South. Application
 - b. Application for a Class "GH" Alcoholic Beverage License for LYH LLC d/b/a Little Brother to be located at 117 Broadway North.
 - c. Application for a Class "I" Alcoholic Beverage License for KSB Syndicate, Inc. d/b/a Mangata Wine and Raw Bar to be located at 1666 1st Avenue North.
 - d. Application to transfer a Class "N" Alcoholic Beverage License from Concessions Management, LLC d/b/a Concessions Management to Fargo Force Hockey Club LLC d/b/a Fargo Force to be located at 5225 31st Avenue South.
 - e. Application to transfer a Class "ABH" Alcoholic Beverage License from 3803 Hospitality, LLC d/b/a Holiday Inn Fargo to 3803 Spirits LLC d/b/a Holiday Inn Fargo to be located at 3803 13th Avenue South (ownership change).
 - f. Application to transfer a Class "ABH-Limited" Alcoholic Beverage License from 3803 Hospitality LLC d/b/a Holiday Inn Express Fargo to 3803 Spirits LLC d/b/a Holiday Inn Express Fargo to be located at 1040 40th Street South (ownership change).
32. 2nd Street Pedestrian Bridge Project update.
33. Recommendation for a Liaison Commission Assignment Change.
34. Recommendation for appointment of the City Administrator.
35. Recommendation to deny the request for a 120-day extension to the Dangerous Building action on property located at 924 5th Street South.
36. Recommendation to approve the Purchase and Development Agreement for sale of property located at 501 Main Avenue to 501 Main Ave DevCorp, LLC.
37. 2nd reading and final adoption of an Ordinance Relating to Adult Entertainment Centers and Adult Establishments; 1st reading, 12/12/22.
38. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. David and Carolyn Boutain, 1222 5th Street North (5 years).
 - b. Leslie Laam and Justin Walden, 2521 Lilac Lane North (5 years).
 - c. Stephanie Rasmussen, 109 15th Avenue North (5 years).
 - d. Travis and Anne Christensen, 105 Meadowlark Lane North (5 years).
 - e. David and Brittney Piper, 2825 Maple Street North (5 years).
 - f. Mark and Kathy Schmitt, 2529 58th Avenue South (5 years).

- Page 4
- h. Neil Ebeling and Jessica Magness, 2425 East Country Club Drive South (5 years).
 - h. Dawson and Karly Scheffer, 1315 9th Street South (5 years).
 - i. Geoffrey Childress and Christine Dotzenrod, 2501 38th Avenue South (5 years).

39. Liaison Commissioner Assignment Updates.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310 at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at www.FargoND.gov/citycommission.

NOTICE OF HEARING

Application for Alcoholic Beverage License

Notice is hereby given that the Board of City Commissioners of the City of Fargo, North Dakota, will conduct a Public Hearing in the City Commission Room at City Hall, on Tuesday, December 27, 2022, at 5:15 o'clock p.m. to consider an application for a Class "GH" Alcoholic Beverage License for LYH LLC d/b/a: Little Brother to be located at 117 Broadway N.

Any interested person may appear and will be heard.

City Auditor's Office
(December 7, 2022)

316
COPY

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Application – Little Brother

DATE: December 21, 2022

The following application for a liquor license issuance was received by the Auditor's office and reviewed by the Liquor Control Board:

License Class: GH – beer and wine, 50% food requirement, no bar is allowed
Business Name: LYH LLC d/b/a Little Brother
Location: 117 Broadway N
Applicants: Roopkumdee Wiriyaichai & Braziunas Nittaya

Being no significant concerns, the Liquor Control Board voted to approve the issuance of a Class GH alcoholic beverage license to LYH LLC d/b/a Little Brother. The complete application is available for review in the Auditor's Office.

Recommended Motion:

Move to approve the issuance of a Class GH alcoholic beverage license to LYH LLC d/b/a Little Brother.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Sergeant Tom Morris *TJM*

Date: 11.02.2022

RE: Alcoholic Beverage License Application, Class "GH", Little Brother

RECEIVED
FARGO POLICE DEPARTMENT
NOV 02 2022
MICHAEL BERNIER *MB*
LIEUTENANT
REF: *Capt. Vinson*

RECEIVED
FARGO POLICE DEPARTMENT
NOV 03 2022
GEORGE VINSON *W*
CAPTAIN
REF: *AC*

**Application for a Class "GH" Alcoholic Beverage License from
LYH LLC d/b/a Little Brother to be located at 117 Broadway N, Fargo**

In accordance with Section 25-1505 of the Fargo Municipal Code, I have conducted an investigation into the character, reputation and fitness of the applicant(s) listed on the supplied application.

During this investigation, I examined the applicants' credit reports and public record criminal backgrounds.

The following information was discovered through this investigation:

Roopkumdee, Wiriychai – Owner/Manager

Criminal History- A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (<https://chs.state.mn.us/>) showed no criminal activity.

Credit History- Wiriychai Roopkumdee's credit report was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

RECEIVED
FARGO POLICE DEPARTMENT
NOV 03 2022
TRAVIS STEFONOWICZ
ASSISTANT CHIEF OF POLICE
REF: *Chief Zibolski*

Braziunas, Nittaya – Owner/Manager

Criminal History- A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us/) showed no criminal activity.

Credit History- Nittaya Braziunas' credit report was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Investigation Notes

This application is for a class "GH" alcoholic beverage license (Authorizes the licensee to sell beer and wine "on-sale" only, no bar area allowed. Requires 50% or more of its annual gross receipts from the sale of prepared meals and food products and not from the sale of alcoholic beverages.) for LYH LLC d/b/a Little Brother located at 117 Broadway N, Fargo, ND.

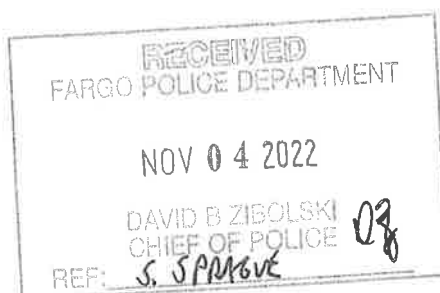
The investigation into the criminal and credit history of the applicants did not find any areas of concern.

Business Location

Little Brother is located at 117 Broadway N, Fargo, ND. The location is in the downtown business district. There are numerous other business in the area with alcoholic beverage licenses, to include Rooters Bar and the Hotel Donaldson. This specific location mostly has small dining locations and businesses such as coffee and teashops. Little Brother is an Asian Fusion quick service style restaurant.

Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.



RECOMMEND APPROVAL

19974



APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Legal Company Name: LYH LLC (Must match State of North Dakota registration name)

DBA Name: Little Brother

Is the establishment applying for (or has) a food license under the same name? Yes X No

Business location address: 117 Broadway N, Fargo, ND 58102

Mailing address: 3195 49th st. S Apt. 118, Fargo ND 58104

Business E-mail address: littlebrother.lyh@gmail.com

Local Manager E-mail address: matoom.ad@gmail.com

Best Contact Phone number: (270) 421-0073

Anticipated Date of Opening: Nov 1, 2022

Please contact the Auditor's Office at 701-241-1301 or 241-8108 to determine the appropriate License Classification Type that would fit your business model.

The following section to be completed by City Staff:

Date Received: 10/26/22 Class of License: BH-70 Transfer: Yes No

Investigations Fee Paid (\$250) X Yes No Date Paid: 10/26/22 Check/CC # CC

Police Department review completed by: Date:

(Attached recommendation report):

Approval Recommendation Denial Recommendation

Chief of Police Date

(310)

NOTICE OF HEARING

Application for Alcoholic Beverage License

Notice is hereby given that the Board of City Commissioners of the City of Fargo, North Dakota, will conduct a Public Hearing in the City Commission Room, City Hall, on Tuesday, December 27, 2022 at 5:15 o'clock p.m. to consider an application for a Class "I" Alcoholic Beverage License for KSB Syndicate, Inc d/b/a: Mangata Wine & Raw Bar to be located at 1666 1 Ave N.

Any interested person may appear and will be heard.

City Auditor's Office
(December 7, 2022)

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Application – Mangata Wine & Raw Bar

DATE: December 21, 2022

The following application for a liquor license issuance was received by the Auditor's office and reviewed by the Liquor Control Board:

License Class: I – Beer & Wine – Bar allowed, food sales 65%
Business Name: KSB Syndicate, Inc. d/b/a Mangata Wine & Raw Bar
Location: 1666 1st Avenue North
Applicants: Nicole Berglund & Ryan Nitschke

Being no significant concerns, the Liquor Control Board voted to approve the issuance of a Class I alcoholic beverage license to KSB Syndicate, Inc. d/b/a Mangata Wine & Raw Bar. The complete application is available for review in the Auditor's Office.

Recommended Motion:

Move to approve the issuance of a Class I alcoholic beverage license to KSB Syndicate Inc. d/b/a Mangata Wine & Raw Bar.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Sergeant Tom Morris *TM*

Date: 11.30.2022

RE: Alcoholic Beverage License Application, Class "I", Mangata Wine & Raw Bar

**Application for a Class "I" Alcoholic Beverage License for
KSB Syndicate, Inc. d/b/a Mangata Wine & Raw Bar to be located at 1666 1st Ave N, Fargo**

In accordance with Section 25-1505 of the Fargo Municipal Code, I have conducted an investigation into the character, reputation and fitness of the applicant(s) listed on the supplied application.

During this investigation, I examined the applicants' credit reports and public record criminal backgrounds.

The following information was discovered through this investigation:

Berglund, Nicole – Owner/Manager

Criminal History-

A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us/) showed no criminal activity.

Credit History-

Nicole Berglund's credit report was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

RECEIVED
FARGO POLICE DEPARTMENT
NOV 30 2022
MICHAEL BERNIER *MB*
LIEUTENANT
REF: *Capt. Vinson*

RECEIVED
FARGO POLICE DEPARTMENT
DEC 01 2022
GEORGE VINSON *GV*
CAPTAIN
REF: *AC*

RECEIVED
FARGO POLICE DEPARTMENT
DEC 01 2022
TRAVIS STEFONOWICZ
ASSISTANT CHIEF OF POLICE
REF: *Chief Zibolski*

Nitschke, Ryan – Owner/Manager

Criminal History-

A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us/) showed one arrest for MJ and MJ Para Possession in 2001 in Cass County. The judgement was listed as a deferred imposition, no other criminal activity was found.

Credit History-

Ryan Nitschke's credit report was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Investigation Notes

This application is for a class "I" alcoholic beverage license (Authorizes the licensee to sell beer and wine "on-sale", bar area allowed.) for KSB Syndicate Inc. d/b/a Mangata Wine & Raw Bar located at 1666 1st Ave N Fargo, ND.

I spoke with Ryan about the 2001 MJ and MJ Para offense. She said he did not think he had to disclose it because of the deferred imposition and that it would be off his record. He said he was not trying to hide anything. Ryan was polite and respectful to me.

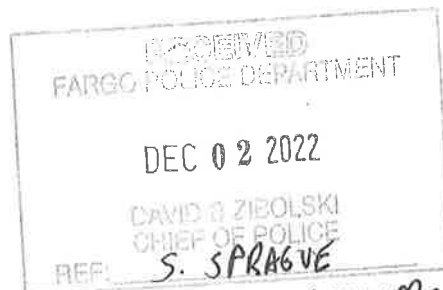
The investigation into the criminal and credit history of the applicants did not find other any areas of concern.

Business Location

Mangata Wine & Raw Bar is to be located at 1666 1st Ave N Fargo, ND. The location is inside of Drekker Brewing Company. Other businesses in the area with alcoholic beverage licenses include Ivy & Rose Warehouse (only gets licenses based on events), Brew Bird and Wild Terra Cider.

Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.



- Approved -

COPY



APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Legal Company Name: KSB Syndicate, Inc.
(Must match State of North Dakota registration name)

DBA Name: Unicorn Park Fine Foodery; Mangata Wine & Raw Bar; Luna Market

Is the establishment applying for (or has) a food license under the same name? Yes No

Business location address: 1666 1st Ave N; Fargo, ND 58103

Mailing address: 1557 University Dr. S; Fargo, ND 58103

Business E-mail address: NWL701@gmail.com

Local Manager E-mail address: nikki@lunafargo.com

Best Contact Phone number: (701) 212-6130

Anticipated Date of Opening: 01/01/2023

Please contact the Auditor's Office at 701-241-1301 or 241-8108 to determine the appropriate License Classification Type that would fit your business model.

The following section to be completed by City Staff:

Date Received: 11/14/2022 Class of License: I Transfer: Yes No

Investigations Fee Paid (\$250) Yes No Date Paid: 11/14/22 Check/CC # 1056

Police Department review completed by: _____ Date: _____

(Attached recommendation report):

____ Approval Recommendation _____ Denial Recommendation

Chief of Police Date

31d

NOTICE OF HEARING

Application for Alcoholic Beverage License Transfer

Notice is hereby given that the Board of City Commissioners of the City of Fargo, North Dakota, will conduct a Public Hearing in the City Commission Room, City Hall, on Tuesday, December 27, 2021 at 5:15 o'clock p.m. to consider an application for transfer. This transfer is a request of a Class "N" Alcoholic Beverage License, changing from Concessions Management, LLC d/b/a Concessions Management to Fargo Force Hockey Club LLC d/b/a to Fargo Force to be located at 5225 31 Ave S, due to ownership change.

Any interested person may appear and will be heard.

City Auditor's Office
(December 7, 2022)

MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Liquor License Application – Fargo Force
DATE: December 21, 2022

The following application for a liquor license transfer was received by the Auditor's office and reviewed by the Liquor Control Board:

License Class: N – Stadium License, full alcohol
Business Name: Fargo Force Hockey Club LLC d/b/a Fargo Force
Location: 5225 31st Avenue South
Applicants: Matthew Cullen, Vernon Kibble & Michael Vannett

Being no significant concerns, the Liquor Control Board voted to approve the transfer of a Class N alcoholic beverage license to Fargo Force Hockey Club, LLC d/b/a Fargo Force. The complete application is available for review in the Auditor's Office.

Recommended Motion:

Move to approve the issuance of a Class N alcoholic beverage license to Fargo Force Hockey Club LLC d/b/a Fargo Force.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Sergeant Tom Morris

Date: 11.30.2022

RE: Alcoholic Beverage License Application, Class "N", Fargo Force

**Application for a Class "N" Alcoholic Beverage License from
Fargo Force Hockey Club LLC d/b/a Fargo Force to be located at 5225 31st Ave S, Fargo**

In accordance with Section 25-1505 of the Fargo Municipal Code, I have conducted an investigation into the character, reputation and fitness of the applicant(s) listed on the supplied application.

During this investigation, I examined the applicants' credit reports and public record criminal backgrounds.

The following information was discovered through this investigation:

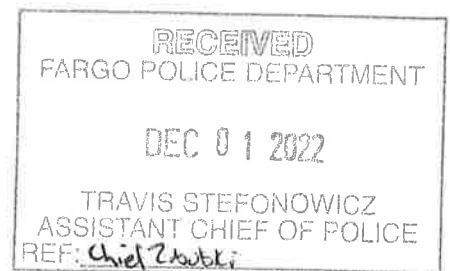
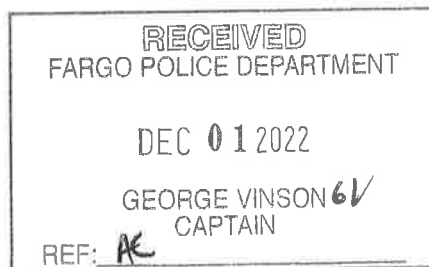
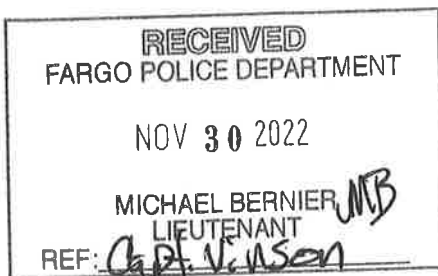
Cullen, Matthew – Owner/Manager

Criminal History-

A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (<https://chs.state.mn.us/>) showed no criminal activity.

Credit History-

Matthew Cullen's credit report was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.



Kibble, Vernon – Owner/Manager

Criminal History- A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov), Minnesota public records (<https://chs.state.mn.us/>) showed one arrest for DUI in 2015 by Clara City PD, MN, no other criminal activity was found. Kibble did disclose the 2015 DUI and a 1987 DUI, which did not show up in the above-mentioned databases.

Credit History- Vernon Kibble’s credit report was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Vannett, Michael – Owner/Manager

Criminal History- A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov), Minnesota public records (<https://chs.state.mn.us/>) showed no criminal activity. Vannett did disclose a 1983 MIP in Minot, ND, which did not show up in the above-mentioned databases.

Credit History- Michael Vannett’s credit report was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Investigation Notes

This application is for a class “N” alcoholic beverage license (Authorizes the licensee to sell beer, wine and spirits “on-sale” at a stadium) for Fargo Force Hockey Club LLC d/b/a Fargo Force located at 5225 31st Ave S Fargo, ND.

This application is for a transfer changing from Concessions Management LLC d/b/a Concessions Management to Fargo Force Hockey Club LLC d/b/a Fargo Force.

The investigation into the criminal and credit history of the applicants did not find any areas of concern.

Business Location

Fargo Force is located at 5225 31st Ave S Fargo, ND. The location is in the Scheels Arena. Other businesses in the area with alcoholic beverage licenses are The Tavern Grill, Mexican Village and Royal Liquors.

Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.



COPY



APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Legal Company Name: Fargo Force Hockey Club, LLC (Must match State of North Dakota registration name)

DBA Name: Fargo Force

Business location address: 5225 31st Ave S Fargo ND 58104

Mailing address: 5225 31st Ave S Fargo ND 58104

Business e-mail address: jkram@scheelsarena.com

Phone number: (761) 356-7650 Anticipated Date of Opening: 10/2008

Please contact the Auditor's Office at 701-241-1301 or 241-8108 to determine the appropriate license classification and cost to fit your business model.

The following section to be completed by City Staff:

Date Received by Auditor's Office: 11-7-2022

Investigations Fee Paid (\$250) Yes No Date Paid: 11-7-2022 Check # 10599

Class of License: N (small)

Police Department review completed by: Date: (Attached recommendation report):

Approval Recommendation Denial Recommendation

Chief of Police Date

31e

NOTICE OF HEARING

Application for Alcoholic Beverage License Transfer

Notice is hereby given that the Board of City Commissioners of the City of Fargo, North Dakota, will conduct a Public Hearing in the City Commission Room, City Hall, on Tuesday, December 27, 2022 at 5:15 o'clock p.m. to consider an application for transfer. A transfer requested of a Class "ABH" Alcoholic Beverage License, 3803 Hospitality LLC d/b/a Holiday Inn Fargo to 3803 Spirits LLC d/b/a Holiday Inn Fargo to be located at 3803 13 Ave S, due to ownership change.

Any interested person may appear and will be heard.

City Auditor's Office
(December 7, 2022)

MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Liquor License Application – Holiday Inn
DATE: December 21, 2022

The following application for a liquor license transfer was received by the Auditor's office and reviewed by the Liquor Control Board:

License Class: ABH – Full alcohol, no food requirement, bar is allowed
Business Name: 3803 Spirits LLC d/b/a Holiday Inn
Location: 3803 13th Ave South
Applicants: Todd Berning, Brian Kounovsky & Michael Prekel

Being no significant concerns, the Liquor Control Board voted to approve the transfer of a Class ABH alcoholic beverage license to 3803 Spirits, LLC d/b/a Holiday Inn. The complete application is available for review in the Auditor's Office.

Recommended Motion:

Move to approve the issuance of a Class ABH alcoholic beverage license to 3803 Spirits LLC d/b/a Holiday Inn.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Sergeant Tom Morris *Tom*

Date: 12.01.2022

RE: Alcoholic Beverage License Application, Class "ABH" Holiday Inn Fargo, Class "ABH-Limited" Holiday Inn Express Fargo

**Application for a Transfer Due to Ownership Change for a Class "ABH" Alcoholic Beverage License from 3803 Spirits LLC d/b/a Holiday Inn Fargo to be located at 3803 13 Ave S, Fargo
And a Class "ABH-Limited" Alcoholic Beverage License from 3803 Spirits LLC d/b/a Holiday Inn Express Fargo to be located at 1040 40 St S, Fargo**

In accordance with Section 25-1505 of the Fargo Municipal Code, I have conducted an investigation into the character, reputation and fitness of the applicant(s) listed on the supplied application.

During this investigation, I examined the applicants' credit reports and public record criminal backgrounds.

The following information was discovered through this investigation:

Berning, Todd – Owner/Manager

Criminal History-

A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (<https://chs.state.mn.us/>) showed 2006 charges of disorderly conduct and violating a disorderly conduct restraining order in Grand Forks County, Berning did disclose this on his application.

Credit History-

Todd Berning's credit report was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

RECEIVED
FARGO POLICE DEPARTMENT
DEC 01 2022
MICHAEL BERNIER
LIEUTENANT
REF: *Capt. Vinson*

RECEIVED
FARGO POLICE DEPARTMENT
DEC 01 2022
GEORGE VINSON
CAPTAIN
REF: *A*

RECEIVED
FARGO POLICE DEPARTMENT
DEC 02 2022
TRAVIS STEFONOWICZ
ASSISTANT CHIEF OF POLICE
REF: *Chief Zibolski*

Kounovsky, Brian – Owner/Manager

Criminal History- A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us/) showed a 2013 DUI through Fargo PD. This was disclosed on the application.

Credit History- Brian Kounovsky's credit report was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Prekel, Michael – Owner/Manager

Criminal History- A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us/) showed no criminal activity.

Credit History- Michael Prekel's credit report was reviewed. An Experian credit report ran on 12/1/22, showed a "charge off" on a Capital One account in the amount of \$543, the account was delinquent 150 days, and a Jefferson Capital account (original creditor was Verizon Wireless) in the amount of \$2,153 in collection status.

Investigation Notes

This application is for a class "ABH" alcoholic beverage license (authorizes the licensee to sell beer, wine and spirits "on-sale" and "off-sale", bar is allowed, at a hotel) and for a class "ABH-Limited" alcoholic beverage license (authorizes the licensee to sell beer and wine "on-sale", bar is allowed, hosting "manager's specials" solely for guests).

This application is for a transfer due to ownership change, for two locations, the class "ABH" license from 3803 Hospitality LLC d/b/a Holiday Inn Fargo to 3803 Spirits LLC d/b/a Holiday Inn Fargo to be located at 3803 13 Ave S Fargo and the class "ABH-Limited" license from 3803 Hospitality LLC d/b/a Holiday Inn Express Fargo to 3803 Spirits LLC d/b/a Holiday Inn Express Fargo to be located at 1040 40 St S Fargo.

In reference to the 2006 disorderly conduct charges for Berning, he was interviewed about this in past applications and was cooperative and truthful with investigators.

I reviewed the DUI arrest in 2013 for Kounovsky. He was involved in a single vehicle crash. He was completely cooperative with officers and complied with all of their requests. I did not see a need to further question him about his mistake.

I spoke with Prekel in reference to the recent credit issues. He told me he is aware of the Verizon credit report. He said he switched his cell phone to Sprint and they were supposed to pay off his Verizon account. He said he has been trying to get this taken care of and is working with the companies to fix the problem. As far as the Capital One report, he said it was the first he heard of it and asked if I could share the report with him, as he does have a Capital One card, but never knew of any issue. He was polite and cooperative during our conversation.

Business Location

Holiday Inn Fargo is located at 3803 13 Ave S Fargo and Holiday Inn Express is located at 1040 40 St S Fargo. The locations share a parking lot. Other businesses in the area with alcoholic beverage licenses are Paradiso Mexican Restaurant and Osaka Sushi and Hibachi.

Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.



RECEIVED	
FARGO POLICE DEPARTMENT	
DEC 02 2022	
DAVID B ZIBOLSKI	03
CHIEF OF POLICE	
REF: S. SPRAGUE	

- approved -

COPY



APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Legal Company Name: EPIC Hospitality, LLC
(Must match State of North Dakota registration name)

DBA Name: Holiday Inn Fargo

Is the establishment applying for (or has) a food license under the same name? Yes X No

Business location address: 3803 13th Ave S, Fargo ND 58103

Mailing address: 745 31st Ave E #105, West Fargo ND 58078

Business E-mail address: blake@epiccompaniesnd.com

Local Manager E-mail address: mike.prekel@fargohi.com

Best Contact Phone number: (701) 277-7363

Anticipated Date of Opening: 12/28/2022

Please contact the Auditor's Office at 701-241-1301 or 241-8108 to determine the appropriate License Classification Type that would fit your business model.

The following section to be completed by City Staff:

Date Received: 11-16-22 Class of License: ABH Transfer: Yes No

Investigations Fee Paid (\$250) Yes No Date Paid: 11-16-22 Check/CC# 1003

Police Department review completed by: Date:

(Attached recommendation report):

Approval Recommendation Denial Recommendation

Chief of Police

Date

314

NOTICE OF HEARING

Application for Alcoholic Beverage License Transfer

Notice is hereby given that the Board of City Commissioners of the City of Fargo, North Dakota, will conduct a Public Hearing in the City Commission Room, City Hall, on Tuesday, December 27, 2022 at 5:15 o'clock p.m. to consider an application for transfer. A transfer requested of a Class "ABH-Limited" Alcoholic Beverage License, 3803 Hospitality LLC d/b/a Holiday Inn Express Fargo to 3803 Spirits LLC d/b/a Holiday Inn Express Fargo to be located at 1040 40 St S, due to ownership change.

Any interested person may appear and will be heard.

City Auditor's Office
(December 7, 2022)

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Application – Holiday Inn Express

DATE: December 21, 2022

The following application for a liquor license transfer was received by the Auditor's office and reviewed by the Liquor Control Board:

License Class: ABH Limited – Full alcohol, Managers Special
Business Name: 3803 Spirits LLC d/b/a Holiday Inn Express
Location: 1040 40th Street South
Applicants: Todd Berning, Brian Kounovsky & Michael Prekel

Being no significant concerns, the Liquor Control Board voted to approve the transfer of a Class ABH alcoholic beverage license to 3803 Spirits, LLC d/b/a Holiday Inn Express. The complete application is available for review in the Auditor's Office.

Recommended Motion:

Move to approve the issuance of a Class ABH alcoholic beverage license to 3803 Spirits LLC d/b/a Holiday Inn Express.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: Chief David Zibolski

From: Sergeant Tom Morris *Tom*

Date: 12.01.2022

RE: Alcoholic Beverage License Application, Class "ABH" Holiday Inn Fargo, Class "ABH-Limited" Holiday Inn Express Fargo

Application for a Transfer Due to Ownership Change for a Class "ABH" Alcoholic Beverage License from 3803 Spirits LLC d/b/a Holiday Inn Fargo to be located at 3803 13 Ave S, Fargo And a Class "ABH-Limited" Alcoholic Beverage License from 3803 Spirits LLC d/b/a Holiday Inn Express Fargo to be located at 1040 40 St S, Fargo

In accordance with Section 25-1505 of the Fargo Municipal Code, I have conducted an investigation into the character, reputation and fitness of the applicant(s) listed on the supplied application.

During this investigation, I examined the applicants' credit reports and public record criminal backgrounds.

The following information was discovered through this investigation:

Berning, Todd – Owner/Manager

Criminal History-

A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us/) showed 2006 charges of disorderly conduct and violating a disorderly conduct restraining order in Grand Forks County, Berning did disclose this on his application.

Credit History-

Todd Berning's credit report was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

RECEIVED
FARGO POLICE DEPARTMENT
DEC 01 2022
MICHAEL BERNIER *MB*
LIEUTENANT
REF: *Capt. Vinson*

RECEIVED
FARGO POLICE DEPARTMENT
DEC 01 2022
GEORGE VINSON *GV*
CAPTAIN
REF: *A*

RECEIVED
FARGO POLICE DEPARTMENT
DEC 02 2022
TRAVIS STEFONOWICZ
ASSISTANT CHIEF OF POLICE
REF: *Chief Zibolski*

Kounovsky, Brian – Owner/Manager

Criminal History- A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us/) showed a 2013 DUI through Fargo PD. This was disclosed on the application.

Credit History- Brian Kounovsky's credit report was reviewed. There are no prior bankruptcies, recent past due accounts or debts turned over to collections.

Prekel, Michael – Owner/Manager

Criminal History- A search of Fargo Police Department criminal records, North Dakota public records (publicsearch.ndcourts.gov) and Minnesota public records (https://chs.state.mn.us/) showed no criminal activity.

Credit History- Michael Prekel's credit report was reviewed. An Experian credit report ran on 12/1/22, showed a "charge off" on a Capital One account in the amount of \$543, the account was delinquent 150 days, and a Jefferson Capital account (original creditor was Verizon Wireless) in the amount of \$2,153 in collection status.

Investigation Notes

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Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.



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FARGO POLICE DEPARTMENT	
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DAVID B ZIBOLSKI	03
CHIEF OF POLICE	
REF: S. SPRAGUE	

- APPROVED -

COPY



APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Legal Company Name: EPIC Hospitality, LLC
(Must match State of North Dakota registration name)

DBA Name: Holiday Inn Express Fargo

Is the establishment applying for (or has) a food license under the same name? Yes [X] No

Business location address: 1040 40th St S, Fargo ND 58103

Mailing address: 745 31st Ave E #105, West Fargo ND 58078

Business E-mail address: blake@epiccompaniesnd.com

Local Manager E-mail address: mike.prekel@fargohi.com

Best Contact Phone number: (701) 277-7363

Anticipated Date of Opening: 12/28/2022

Please contact the Auditor's Office at 701-241-1301 or 241-8108 to determine the appropriate License Classification Type that would fit your business model.

The following section to be completed by City Staff:

Date Received: 11-16-22 Class of License: ABH-Limited Transfer: [X] Yes [] No

Investigations Fee Paid (\$250) [X] Yes [] No Date Paid: 11-16-22 Check/CC # 1002

Police Department review completed by: Date:

(Attached recommendation report):

Approval Recommendation Denial Recommendation

Chief of Police Date



December 22, 2022

To: Board of City Commissioners
From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation
Subject: 2nd Street Pedestrian Bridge Project Update
City of Fargo Project No. QN-23-A0

Staff would like to provide you with an informational update on this project. Staff and the KLJ team have been making progress on concept alternatives and we are nearing a point where decisions need to be made on the direction of the project. This update will include a synopsis of both stakeholder and public engagement; it will include information on the three alternates we have been moving, as well as information on a new concept alternative, possible funding scenarios, and project next steps. This update is meant to be informational in nature with the goal of returning on January 9, 2023, for a decision to be made on which alternative moves forward into further environmental documentation and ultimately final design.

Recommended Motion:

None anticipated, informational only.

JMG/klb

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR TIMOTHY J. MAHONEY AND COMMISSIONER DENISE KOLPACK

DATE: DECEMBER 27, 2022

SUBJECT: LIAISON COMMISSION ASSIGNMENT CHANGE

With the 2023 Legislative session beginning in a couple of weeks Commissioner Kolpack will be taking on additional Legislative work; therefore, she would like to begin transitioning the Human Rights Commission Liaison Assignment to Commissioner Strand.

It is my recommendation to appoint Commissioner Strand as the Liaison Commissioner to the Human Rights Commission.

Attached is the updated Liaison Commission Assignments.

RECOMMENDED MOTION: To appoint Commissioner John Strand as the Liaison Commissioner to the Human Rights Commission.

Attachment

FARGO CITY COMMISSION LIAISON ASSIGNMENTS

	<u>KOLPACK</u>	<u>PRESTON</u>	<u>MAHONEY</u>	<u>PIEPKORN</u>	<u>STRAND</u>	Page 34
DEPARTMENTS:	Communications & Govt. Affairs Enterprise/Utilities Fire	Health Library Planning	City Commission DEI Finance/Assessors Human Resources Police Public Works	Engineering FARGODOME Inspections Strategic Planning & Research	Facilities Mgmt. Information Services Transit/Mobility	
COMMITTEES:	Diversion Authority (alternate) Metro Area Transit Coordinating Brd. Metro COG Vector Control	Cass Clay Food Commission Diversion Authority (alternate) Diversion Authority – Land Mgmt. Comm. Metro COG Renaissance Zone Authority	Ambulance Service Oversight Committee Cass County Planning Commission Community Development Diversion Authority Diversion Authority – Finance Comm. Economic Development Incentives Comm. GFMEDC Lake Agassiz Water Authority Position Evaluation Committee	Diversion Authority Diversion Authority- Finance Comm. Economic Development Incentives Commission Fargo Dome Authority – Finance Comm. GFMEDC Lake Agassiz Water Authority (alternate) Liquor Control Metro COG Position Evaluation Committee Renaissance Zone Authority	Community Development Diversion Authority Diversion Authority – Outreach Comm. Metro COG Metro Area Transit Coordinating Board Sustainability & Resiliency Committee	
STAFF APPOINTED COMMITTEES:	Utility Committee	Core Neighborhoods	Finance Committee Public Works Projects Evaluation Committee	Finance Committee	Traffic Technical Advisory Committee Homelessness & Addiction	
BOARD LIAISON:	Arts & Culture Commission Fargo Youth Initiative Red River Basin Board	Board of Adjustment Board of Appeals Board of Health Civil Service Commission Historic Preservation Commission Library Board	Police Advisory and Oversight Board	Auditorium Commission Fargo Dome Authority Red River Basin Board Special Assessments Commission	Airport Authority Civil Service Downtown Community Partnership/InFocus House Moving Board Housing Authority Human Rights Native American Commission	



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR TIMOTHY J. MAHONEY

DATE: DECEMBER 27, 2022

SUBJECT: APPOINTMENT OF CITY ADMINISTRATOR

The City of Fargo, in conjunction with its executive search consultant, Baker Tilly, conducted a national search for prospective candidates for the position of City Administrator. A total of thirty-one applications were received for the position. The Selection Committee named four finalists for the position and held in-person interviews on December 16th with the two remaining candidates. The Selection Committee consisted of the following members:

- Dr. Tim Mahoney, Mayor
- Arlette Preston, Deputy Mayor
- Dave Piepkorn, City Commissioner
- John Strand, City Commissioner
- Denise Kolpack, City Commissioner
- Brenda Derrig, City Engineer
- Nicole Crutchfield, Director of Planning and Development
- Dr. Terry Hogan, Director of Diversity, Equity & Inclusion
- Steve Dirksen, Fire Chief
- Jill Minette, Human Resources Director
- Ben Dow, Public Works Director
- Melissa Lura, Facilitator
- Jen Kraitter, Facilitator
- Nancy Morris, City Attorney
- Sharon Klumpp, Baker Tilly

The December 16th presentations and interviews were scored individually by each Committee member and the scores were compiled to determine the top candidate for the position.

Following the interview process, the Selection Committee, through a unanimous vote, recommended the appointment of Michael Redlinger to the position of City Administrator.

Michael has accepted the offer contingent upon appointment by the City Commission. This offer includes a salary of Grade 27, Step 11 at \$223,267.00 based on the 2023 pay scales. Due to the high workload demands on the City Administrator and the extensive hours of work required by the position, the recommendation is increase the vacation and sick leave accruals to the next level on the accrual schedule (from 120 to 144 vacation hours accrued annually and from 96 to 144 sick leave hours accrued annually). Additionally, the vacation maximum carryover for the City Administrator position would increase to 640 hours annually.

RECOMMENDED MOTION: To approve the appointment of Michael Redlinger to the position of City Administrator effective immediately.



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Memorandum

DATE: December 21, 2022
TO: Mayor and Fargo Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Request for Extension for the Demolition of structures at 924 5th St S

A request for a 120-day extension for the demolition of the structures at 924 5th St S Fargo, ND was received by the Inspections Department from the property owner, Danial Curtis, on December 20 2022. The request was made citing the weather, lack of proper noticing of action being taken, and an alleged violation of his constitutional rights.

The Inspections Department has requested extensions for other dangerous buildings recently that have had extenuating circumstances. The circumstances that caused a request are change in ownership, legal foreclosure proceedings, proof of funding, and a clear method in place to cure deficiencies. These requests were all made within the time lines stipulated for appeals during the dangerous building process. Additionally proper noticing has been given for all actions taken by the Inspections Department for this property.

Mr. Curtis's request does not meet any of the circumstances listed above and has come after the appeal time frame has expired. Staff recommends denial of the request.

Recommended Motion: Deny the request for a 120-day extension to the Dangerous Building action be executed at 942 5th St S.



MEMORANDUM

36

TO: Fargo City Commission
FROM: Jim Gilmour, Director of Strategic Planning and Research
DATE: December 21, 2022
SUBJECT: Sale Agreement for 501 Main Avenue



The City Commission voted to select JLG Development/F.I. Salter to purchase and develop a site on the northeast corner of Main Avenue and Broadway. City staff was directed to plat the property and draft an agreement consistent with the offer from the developer. The plat has been approved and a purchase and development agreement is ready for your approval.

Preparation of the purchase and development agreement took much longer than planned. The agreement was delayed because time was needed to address the ownership of the right-of-way on the west side of the site, address the use of the Island Park Ramp following its sale to Bell Bank, obtain approval of a pedestrian crosswalk and changing market/economic factors.

The terms of the agreement include;

- The purchase price is \$505,000.
- The developer will be required to construct a building with at least 4 stories. There will be parking below grade level, commercial/office space on the first floor and housing or offices on the upper floors. The current plan is for below grade parking, office space on floors 1 and 2 and residential condos on floors 3 and 4. There may be another floor of office space on the third floor with housing on floors 4 and 5. This meets the minimum criteria of the Request for Proposals, but is less than the original 6 story concept.
- The sale will be completed prior to 6/30/2023, construction will start prior to 7/31/2023. The City has the option to repurchase the property if construction does not start by 7/31/2023.
- The developer has received approval of Renaissance Zone benefits and may request modification of that plan. No other incentives will be granted by the City.
- The City will construct and pay for a crosswalk between the parking ramp and the new building. The cost is estimated at up to \$250,000.

The agreement for the sale and development of the property is attached. JLG Development and F.I. Salter have created 501 Main Ave DevCorp, LLC as the owner of the development.

Recommended Motion:

Approve the purchase and development agreement for sale of property 501 Main Avenue to 501 Main Ave DevCorp, LLC.

AGREEMENT FOR SALE OF REAL PROPERTY AND ASSIGNMENT OF EASEMENT

CITY OF FARGO/501 MAIN AVE DEVCORP, LLC

THIS PURCHASE AND DEVELOPMENT AGREEMENT ("Agreement") is made as of _____, 2022 between **City of Fargo**, a North Dakota municipal corporation, 225 Fourth Street North, Fargo, North Dakota 58102 ("SELLER"), and the **501 Main Ave DevCorp, LLC**, a North Dakota limited liability company, ("BUYER") whose address is 323 DeMers Avenue, 2nd Floor, Grand Forks, North Dakota 58201. SELLER and BUYER may also be referred to herein as "party" or together as "parties".

RECITALS:

WHEREAS, SELLER publicly solicited proposals for purchase and development of the subject property, said solicitation including certain minimum conditions to be included in an acceptable proposal, BUYER has submitted its proposal which has been approved by SELLER; and,

WHEREAS, the parties wish to memorialize the terms for the purchase of the subject property by BUYER by this written Agreement;

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Sale of Property and Assignment of Easement. SELLER agrees to sell to BUYER, and BUYER agrees to buy from SELLER, that certain real property situated in the County of Cass and State of North Dakota, the legal description for which is attached hereto as **EXHIBIT "A"**, (the "Subject Property") said conveyance to BUYER to include any interest SELLER has, if any, in any improvements and fixtures located on the SUBJECT PROPERTY (collectively, the "Improvements"); subject to any easements and rights benefiting or appurtenant to the SUBJECT PROPERTY ("Intangible Property") and subject to an option to repurchase the Subject Property that has been reserved by, or granted to, the SELLER, as described more fully below. In addition, SELLER also agrees to assign to BUYER, and BUYER agrees to accept said assignment, of that certain non-exclusive easement granted to SELLER by the Burlington Northern and Santa Fe Railway Company ("BNSF") for purposes of the maintenance, repair and use of a certain existing parking area, said parking area upon and across that certain real property also situated in the County of Cass and State of North Dakota, the legal description for which is attached hereto as **EXHIBIT "B"** (the "Easement Property"), said easement dated January 17, 2001, and recorded at the Office of the Recorder, County of Cass and State of North Dakota the 8th day of March, 2001, as Document Number 976088 (the "Easement").
2. Purchase Price and Manner of Payment. BUYER shall pay SELLER the sum of **FIVE HUNDRED FIVE THOUSAND and no/100 DOLLARS (\$505,000.00)**, which amount shall be

referred to herein as the “**PURCHASE PRICE**”. The PURCHASE PRICE shall be payable as follows:

- a. The PURCHASE PRICE shall be paid by wire transfer of immediately available United States funds, to be received by SELLER from the Title Company on the Closing Date pursuant to written wiring instructions to be delivered by SELLER to the Title Company prior to the Closing Date.
3. Construction Commencement Deadline--Option to Repurchase. BUYER shall grant to SELLER the option to repurchase the Subject Property the terms of which will provide for the following:
- a. Prior to commencement of construction, BUYER must submit to SELLER the BUYER’s plans for construction of the project consistent with BUYER’s approved proposal, said plans to include the following minimum improvements:
 - (1) Construction of a building of at least four stories in height.
 - (2) Commercial or offices on the first floor.
 - (3) Floors above the first floor may be offices or housing.
 - (4) The project exterior design intent as reviewed and approved by the Fargo City Commission for Renaissance Zone at its May 3, 2021 meeting, or as amended.

So long as BUYER’s submitted plans for construction meet the above-described minimum improvement standards, SELLER may not unreasonably withhold such approval. The mayor of the City of Fargo (SELLER) is authorized to grant such approval on behalf of SELLER.
 - b. BUYER shall commence construction of the approved project on or before July 31, 2023, said date to be referred to herein as the “Construction Commencement Deadline”. Commencement of construction shall be deemed to have occurred when (1) BUYER, or BUYER’s authorized contractor, has obtained a building permit for commencement of excavation of the project and (2) excavation has actually been commenced on said project.
 - c. SELLER shall have the option to purchase the Subject Property for the same Purchase Price originally paid by BUYER to SELLER, as defined herein, in the event that commencement of construction has not occurred on or before the Construction Commencement Deadline, all in accordance with an Option to Purchase instrument form substantially in conformance with **Exhibit “D”**, hereto.
4. Additional Terms. SELLER also agrees to the following additional terms as part of this Agreement, said additional terms to survive the closing of this transaction:

a. Access for Egress onto Broadway. SELLER agrees that BUYER may install a curb cut along Broadway for the purpose of permitting vehicular egress from the Subject Property onto Broadway, said installation shall be at the sole expense of BUYER and the location of which curb-cut shall be within the area described on the attached **Exhibit "E"** and **Exhibit "F"**. Said access shall be for permitting egress-only access onto Broadway from the Easement Property and the Subject Property.

b. Main Avenue Mid-block Cross-walk. SELLER agrees to install, at SELLER's sole cost and expense, a mid-block cross-walk connecting the Subject Property to the parking garage structure located opposite to the Subject Property on the south side of Main Avenue, said cross-walk to include the following features and as described in Study included as **Exhibit "G"**:

(1) the cross-walk shall be signed and pavement marked in accordance with FHWA's Manual on Uniform Traffic Control Devices, current edition, to alert pedestrians and vehicular traffic of the existence of the cross-walk in accordance therewith;

(2) Reserved.

(3) the City of Fargo Engineering Department shall determine 'No Parking' zones along the curb on either side of Main Avenue near the cross-walk and appropriate signage shall be installed by SELLER accordingly;

(4) The cross-walk will remain in place for a period of at least fifteen (15) years, said period commencing the later of (a) the date of the issuance of a Certificate of Occupancy for the building at 501 Main Avenue or (b) January 1, 2025. However, in the event that City determines a public need for a change in location or design of the cross-walk, which public need may include, without limitation, a change in street configuration (i.e. widening or alteration of curb location) or other public or traffic safety reasons then the City may do so (at city expense).

(6) The City will install the cross-walk within 12 months of the BUYER obtaining a building permit for the development.

(7) SELLER, by request for comments submitted by the City of Fargo Department of Engineering to the ND Department of Transportation, which request included the cross-walk design exhibit, attached as **Exhibit "I"**, has received affirmation from the ND Department of Transportation, that it has no comments to the request and, therefore, the City will proceed with the process of installation as described in the Memo from the Fargo City Engineer, attached as **Exhibit "H"**.

c. City Reimbursement of Certain Costs. City will be responsible (1) for the reasonable costs incurred with Apex Engineering for the platting of the development project land, including the SUBJECT PROPERTY, and (2) for the reasonable costs incurred with Transportation Collaborative Consultants, LLC (TC2), in the sum of \$3,200 for consulting services in connection with the study for the safe crossing cross-walk and with SRF Consulting as a consultant to TC2 in the sum of \$4,500 for engineered drawings pertaining to said study. The City will either make arrangements for direct payment to said firms for said costs or reimburse Developer for some or all of such costs, as may be appropriate.

5. Title. The BUYER wishes to take title to the Subject Property and to take receipt of the assignment of the Easement as follows:

501 Main Ave DevCorp, LLC, a North Dakota limited liability company

Conveyance of the SUBJECT PROPERTY shall be by limited warranty deed in the usual form used in North Dakota.

6. Title Examination. Title Examination will be conducted as follows:

a. Title Abstract — Attorney Examination. SELLER will provide BUYER with an updated Title Abstract for BUYER's attorney's examination.

b. Abstract of Title and Survey and Assurance of Title. The BUYER shall be responsible for performing any and all title and survey examination or due diligence that BUYER deems appropriate, at BUYER's sole cost and expense.

(1) The Title Abstract must show good and marketable title in SELLER. Any mortgages must be satisfied by SELLER or the SUBJECT PROPERTY released from the mortgage or mortgages prior to or at Closing.

(2) Liens and Encumbrances. The SUBJECT PROPERTY shall be conveyed to BUYER free and clear of all liens and encumbrances except special assessments, and subject, however, to all easements or covenants of record, if any.

c. BUYER's Objections. Within 14 days after delivery to BUYER of said updated abstract, if any, or, in the case of the delivery of multiple abstracts, within 14 days of the delivery of the last abstract being delivered to BUYER, including any abstract that must be created at the request of BUYER at BUYER's sole expense, BUYER may make written objections to any matters shown thereon (the "Objections"). BUYER's failure to make Objections within such time period will constitute waiver of Objections. SELLER shall have the right, but not the obligation, to cure any of the Objections within 30 days after receipt of the Objections, during which period the Closing will be postponed if necessary. If SELLER is unable to cure any Objections within said 30-day period, or if SELLER gives BUYER written notice at any time during said 30-day period stating that SELLER declines to attempt to cure any of the

Objections, then BUYER will have the option, within five business days after the earlier of (a) the expiration of said 30-day period or (b) receiving said written notice from SELLER (the "Title Contingency Termination Date"), as the case may be, to do either of the following, as its sole right and remedy:

- (1) Terminate this Agreement; or
- (2) Waive the Objections and proceed to close.

7. Closing. Unless a title defect is identified that is unable to be cured within such time, the closing of the transaction contemplated by this Agreement (the "Closing") shall occur on or before the 30th day of June, 2023 (the "Closing Date") but no earlier than January 1, 2023. Buyer will notify Seller of intention to close with ten (10) business days lead time.

a. SELLER's Closing Documents. On the Closing Date, SELLER shall execute and/or deliver to the Title Company the following (collectively, "SELLER's Closing Documents"):

- (1) One limited warranty deed from SELLER to BUYER conveying the SUBJECT PROPERTY, subject to the reservation of interests as described herein.
- (2) One assignment from SELLER to BUYER of the Easement, defined herein, transferring and quitclaiming any interest, if any, that SELLER has in said Easement and in the Easement Property to BUYER, subject to the reservation of interests as described herein.
- (3) One Option Agreement granting SELLER the option to repurchase, as described herein.
- (4) SELLER's Affidavit. An Affidavit of SELLER in the form of **Exhibit "C"** attached hereto and made a part hereto.
- (5) FIRPTA Affidavit. A non-foreign affidavit, properly executed, containing such information as is required by Internal Revenue Code Section 1445(b)(2) and its regulations.
- (6) Lien Releases. Lien releases, affidavits and other documents satisfactory to the Title Company and counsel for BUYER in connection with unfiled mechanics' liens for any work completed or materials furnished at or about Property prior to Closing.
- (7) SELLER Representation Certificate. A certificate of SELLER confirming and restating as of the Closing Date all of SELLER's Representations contained in this Agreement are true and correct. The Buyer may also record this Sales Agreement at closing.

(8) any other documents or instruments as may be required by other provisions of this Agreement or reasonably required by the Title Company to effectuate the Closing.

b. BUYER Closing Documents. The BUYER will deliver to SELLER at the Closing:

(1) the PURCHASE PRICE, together with applicable closing costs attributable to BUYER;

(2) any other items required by this Agreement or reasonably required by the closing company for the Closing.

c. Closing Costs and Prorations.

(1) Closing Costs. The BUYER and SELLER will each be responsible for its respective legal, accounting and other expenses. The SELLER will be responsible for the preparation of the deed and of the assignment of the Easement and any recording fees of instruments necessary to cure any defect in title. The BUYER will be responsible for the recording fees of the deed, the assignment of the Easement, of any purchase money or other mortgage pertaining to BUYER's financing of the acquisition, of title examination costs and title insurance premiums. The BUYER and SELLER will each be responsible in one-half of the closing fee imposed by the Title Company in connection with this transaction.

(2) Taxes and Assessments. SELLER shall be responsible for payment of real estate taxes and installments of special assessments for the year 2022 and prior years. The real estate taxes and installments of special assessments for the year 2023, payable in 2024, shall be prorated to the date of Closing. Real estate taxes and installments of special assessments for the year following Closing and for all subsequent years shall be the responsibility of BUYER.

(3) Title Abstract costs, Attorney's Title Opinion fees and Escrow Fee—Surveying Cost. SELLER shall pay the cost of updating any Title Abstract. BUYER shall pay for any title endorsements requested by BUYER. SELLER and BUYER shall each pay one-half of any reasonable and customary closing fee or charge imposed by the Title Company. Surveying work performed by BUYER's surveyor shall be performed at BUYER's sole expense.

(4) Recording Costs. BUYER shall pay the cost of recording the deed, the Easement, and Option to Repurchase and all other documents, if any, recorded pursuant to the terms of this Agreement. SELLER shall pay the cost of recording any satisfactions or releases of mortgages.

(5) Attorneys' Fees. Each of the parties will pay its own attorneys' fees.

- (6) Consultant Fees/Costs. Certain consultant fees and costs as described in subparagraph c of paragraph 4 ("Additional Terms") may be paid to consultants or reimbursed to BUYER, as the case may be, by SELLER at Closing.
8. Contingencies. The obligations of BUYER under this Agreement are contingent upon each of the following (each called a "Contingency," and collectively called the "Contingencies"):
- a. Title. The abstract of title or other evidence of title must show good and marketable title in SELLER. Any mortgages must be satisfied by SELLER prior to or at Closing.
 - b. Closing by both Sellers. The obligations of BUYER under this Agreement are contingent upon LAKE AGASSIZ REGIONAL DEVELOPMENT CORPORATION satisfying its obligations under a separate Purchase Agreement between BUYER and LAKE AGASSIZ REGIONAL DEVELOPMENT CORPORATION
 - c. Financing. BUYER shall have received approval for financing of the BUYER's intended project on terms acceptable to BUYER at BUYER'S sole discretion.
 - d. Renaissance Zone Approval. BUYER shall have received approval in such form as acceptable to BUYER that BUYER's intended project will receive Renaissance Zone benefits as the same are described in N.D.C.C. Chapter 40-63.
9. Representations and Warranties by SELLER. SELLER has the requisite power and authority to enter into and perform this Agreement and SELLER's closing documents signed by it; such documents have been duly authorized by all necessary corporate action on the part of SELLER and have been duly executed and delivered; such execution, delivery and performance by SELLER of such documents does not conflict with or result in a violation of said SELLER's Articles of Incorporation or Bylaws, or any judgment, order, or decree of any court or arbiter to which SELLER is a party; such documents are valid and binding obligations of SELLER, and are enforceable in accordance with their terms.
10. Representations, Warranties and Covenant by BUYER.
- a. Authority. BUYER represents and warrants to SELLER that BUYER has the requisite power and authority to enter into and perform this Agreement and those BUYER's Closing Documents signed by it; such documents have been duly authorized by all necessary action on the part of BUYER and have been duly executed and delivered; such execution, delivery and performance by BUYER of such documents does not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter to which BUYER is a party; such documents are valid and binding obligations of BUYER, and are enforceable in accordance with their terms.

b. Public Assistance. SELLER covenants and agrees that, with the exception of Renaissance Zone benefits proscribed by N.D.C.C. Ch. 40-63, BUYER will not request or apply for the approval of public assistance from the City of Fargo in any form including, without limitation, tax increment financing benefits under N.D.C.C. Ch. 40-58 or payment-in-lieu-of-tax benefits under N.D.C.C. Ch. 40-57.1. This covenant shall survive the closing of this transaction.

11. "Limited Warranty Deed". Conveyances by limited warranty deed, shall convey after-acquired title of the grantor thereof and, except as to installments of real estate taxes and special assessments not yet due and payable and reservations, easements, covenants, conditions, restrictions and the like of record, if any, at the time of the conveyance, stating that: (i) the grantor in such instrument has not done or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, is or may be encumbered in any manner; and (ii) the grantor in such instrument will warrant the title to the above-described property against all persons claiming any interest from or through said grantor as a result of any such act or thing, but not otherwise.
12. "AS IS" Sale. Except as otherwise expressly set forth in this Agreement, neither SELLER nor its officers, employees, agents, representatives, attorneys or contractors (collectively, the "SELLER Parties") have made any representations, guaranties, promises, statements, assurances or warranties, express or implied, to BUYER including, without limitation, any pertaining to the suitability of the SUBJECT PROPERTY for any purpose, the profitability of owning or operating the SUBJECT PROPERTY, the physical or environmental condition thereof, the suitability, habitability or merchantability or fitness of the SUBJECT PROPERTY for BUYER's intended use or for any use whatsoever, the rentals, income or expenses thereof, the net or gross acreage contained therein, the zoning thereof, the condition of title thereto, the existence or satisfaction of any local, state or federal approvals or permits for the development or use thereof, the availability or existence of water, sewer or other utilities, the existence or nonexistence of any hazardous substances or materials in, on or under the SUBJECT PROPERTY, or as to any other past, present or future matter whatsoever. BUYER acknowledges and agrees that with the aid of independent expert advice it has satisfied itself regarding the condition of the SUBJECT PROPERTY, and that the SUBJECT PROPERTY will be purchased "AS IS AND WITH ALL FAULTS." BUYER further acknowledges that it is not relying on any representations, guaranties, promises, statements, assurances or warranties, express or implied, by SELLER or anyone acting or claiming to act on SELLER's behalf concerning the SUBJECT PROPERTY or the transaction contemplated hereunder, and that BUYER is instead relying solely on its own inspections and investigations and the advice of its own advisors. BUYER shall assume the responsibility and risk of all defects to and conditions of the SUBJECT PROPERTY, including such defects and conditions, if any, that cannot be observed by casual inspection. SELLER and BUYER acknowledge and agree that this disclaimer has been specifically negotiated, and that the SUBJECT PROPERTY will be sold in its then-present condition. Except to the extent of any express representations contained in this Agreement, BUYER hereby releases the SELLER Parties from any and all amounts, actions, demands, claims, costs, expenses, damages and

liabilities (including, without limitation, attorneys' fees and costs) (collectively, the "Liabilities") relating to or arising from the condition or status of, or any other matter in any way pertaining to, the SUBJECT PROPERTY.

The provisions of this Section shall survive the execution and delivery of the limited warranty deed and the closing of the transactions contemplated hereby.

13. Captions. The Section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.
14. Entire Agreement; Modification. This Agreement constitutes the complete agreement between the parties regarding the subject matter hereof, and supersedes any prior oral or written agreements between the parties regarding the SUBJECT PROPERTY.. There are no verbal agreements that change this Agreement or the Escrow Agreement, and no waiver of any of their respective terms will be effective, unless in a writing executed by the parties.
15. Assignment. BUYER may not assign its rights under this Agreement without the prior written consent of SELLER.
16. Binding Effect. This Agreement binds and benefits the parties and their successors and assigns, subject to the restrictions set forth in following paragraph (entitled "Controlling Law") of this Agreement.
17. Controlling Law. This Agreement has been made under the laws of the State in which the SUBJECT PROPERTY is located and such laws will control its interpretation.
18. Confidentiality and Publicity. The parties recognize that this Agreement is subject to the requirements of North Dakota open records law (N.D.C.C. Chapter 44-04).
19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same document.

IN WITNESS WHEREOF, SELLER and BUYER have caused this Agreement to be executed and delivered as of the date and year first above written.

[Remainder of page intentionally left blank]

501 MAIN AVE DEVCORP, LLC,
a North Dakota limited liability company

By: _____
Sanford Hoff, Chief Executive Officer and President

ATTEST:

Alex Bushey, Director of Development, F.I. Salter

STATE OF MINNESOTA)

) ss.

COUNTY OF ST. LOUIS)

On this ____ day of _____, 2022, before me, a notary public within and for said county and state, personally appeared SANFORD HOFF and ALEX BUSHEY, the President and Chief Executive Officer of 501 MAIN AVE DEVCORP, LLC, a North Dakota limited liability company and the Director of Development, F.I. Salter, respectively, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that the company executed the same.

(SEAL)

Notary Public

County: _____ State: _____

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND

EXHIBIT "A"

Legal Description of Subject Property

(See attached)

A tract of unplatted land located in the NE¼ of Section 7, Township 139 North, Range 48 West of the 5th Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at a found iron monument at the Northwest corner of the record plat Northern Pacific Second Addition; thence on an assumed bearing of South 04° 17' 22" East, along the Easterly line of Broadway for a distance of 417.32 feet to the **True Point of Beginning**; thence South 89° 38' 42" East 259.30 feet to the Northwest corner of that certain parcel of land described in Quitclaim Deed dated July 13, 2000 from The Burlington Northern and Santa Fe Railway Company to Lake Agassiz Regional Development Corporation; thence South 00° 20' 45" West, along the Westerly boundary of said "Lake Agassiz" parcel 76.48 feet to a found iron monument on the North right of way line of Main Avenue; thence North 89° 32' 13" West along said North right of way line of Main Avenue 253.14 feet to a point on the Easterly right of way line of Broadway; thence North 04° 17' 22" West along said right of way line 76.25 feet to the **True Point of Beginning**.

EXHIBIT "B"

Legal Description of Easement Property

(See attached)

A tract of unplatted land located in the NE¼ of Section 7, Township 139 North, Range 48 West of the 5th Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at a found iron monument at the northwest corner of the record plat Northern Pacific Second Addition; thence on an assumed bearing of South 04° 17' 22" East, along the Easterly line of Broadway for a distance of 417.32 feet to the **True Point of Beginning**; thence North 04° 17' 22" West, 35.12 feet; thence South 89° 38' 42" East, 262.14 feet; thence South 00° 20' 45" West, 35.00 feet; thence North 89° 38' 42" West, 259.30 feet to the **True Point of Beginning**.

EXHIBIT "C"

Form of Affidavit of Seller

(See attached)

AFFIDAVIT

STATE OF NORTH DAKOTA...)
COUNTY OF CASS) ss.

_____, being first duly sworn, on oath says that:

1. He/she is the _____ for the City of Fargo, a North Dakota municipal corporation ("Company").
2. There have been no:
 - a. Bankruptcy proceedings involving the Company or dissolution proceeding involving the Company during the time the Company had any interest in the premises described in the above document ("Land");
 - b. Tax liens filed against the Company;
 - c. Unsatisfied judgments of record against the Company, nor any actions pending in any courts, which affect the Land.
3. Any bankruptcy proceedings or dissolution proceedings of record against entities with the same or similar names, during the time period in which the Company had any interest in the Land, are not against the Company.
4. Any judgments or tax liens of record against entities with the same or similar names are not against the Company.
5. There has been no labor or materials furnished to the Land in the past 180 days at the request of the Company, except as follows: None
6. To the best knowledge of the undersigned there are no unrecorded contracts, leases, easements or other agreements or interest relating to the Land. Furthermore, none of the parties stated herein, if any, holds a right of first refusal, option or other right to purchase the Land.
7. To the best knowledge of the undersigned there are no persons in possession of any portion of the Land other than pursuant to a recorded document except as stated herein.
8. There are no encroachments or boundary line questions affecting the Land of which the undersigned has knowledge.
9. To the best knowledge of the undersigned there are no defects, liens, encumbrances, adverse claims or other matters first appearing in the public records or attaching subsequent to the effective search date of the commitment of title insurance for the Land but prior to the date and time the proposed insured acquires for value of record the estate or interest covered by the commitment for the Land. The undersigned indemnifies and holds harmless The Title Company and Old Republic by reason of any inaccuracy of this statement. Affiant knows the

matters herein stated are true and makes this Affidavit for the purpose of inducing The Title Company as agent for Old Republic to issue its policy of title insurance to

_____.

City of Fargo,
a North Dakota municipal corporation

Subscribed and sworn to before me
this__ day _____, 20__.

Signature of Notary Public or Other Official
Notarial Stamp or Seal (or other Title or
Rank)

Drafted by:
The Title Company
35 4th St. N., Suite 102
Fargo, North Dakota

EXHIBIT "D"

OPTION TO PURCHASE

See attached.

OPTION TO PURCHASE

THIS OPTION TO PURCHASE ("Option Agreement") is made as of _____, 2023 between **501 Main Ave DevCorp, LLC**, a North Dakota limited liability company, ("GRANTOR") whose address is 323 DeMers Avenue, 2nd Floor Grand Forks, North Dakota 58201, and **City of Fargo**, a North Dakota municipal corporation, 225 Fourth Street North, Fargo, North Dakota 58102 ("GRANTEE"). GRANTOR and GRANTEE may also be referred to herein as "party" or together as "parties".

RECITALS:

WHEREAS, this Option to Purchase was part of a Purchase and Development Agreement (the "Agreement"), the effective date of which was the ___ day of _____, 2022, between GRANTOR and GRANTEE in which the subject property, described below, was sold and conveyed by GRANTEE subject to certain conditions being met which, if not met, would provide the GRANTEE with this option to purchase back the Subject Property; and,

WHEREAS, the parties are desirous of setting forth the terms of said purchase option;

NOW, THEREFORE, it is hereby stipulated and agreed:

1. Grant of Option. In consideration of the sum of one dollar (\$1.00) and other valuable consideration the receipt of which is hereby acknowledged, GRANTOR hereby grants and conveys unto GRANTEE:

A. The option to purchase that certain real property situate in the County of Cass and State of North Dakota legally described as:

[Legal description attached hereto as Appendix "A"]

the "Subject Property"; and,

B. The option to acquire, by assignment of easement, the non-exclusive easement granted by the Burlington Northern and Santa Fe Railway Company ("BNSF") for purposes of the maintenance, repair and use of a certain existing parking area, said parking area upon and across that certain real property also situate in the County of Cass and State of North Dakota, the legal description for

which is attached hereto as **Appendix “B”** (the “Easement Property”), said easement dated January 17, 2001, and recorded at the Office of the Recorder, County of Cass and State of North Dakota the 8th day of March, 2001, as Document Number 976088 (the “Easement”).

2. **Exercise of Option – Notice.** GRANTEE shall be authorized to exercise said option in the event that on or before May 31, 2023 (the “Performance Deadline”), GRANTOR has failed or refused to meet both of the following conditions:

A. GRANTOR must submit to GRANTEE the GRANTOR’s plans for construction of the project that is the subject of the Purchase Agreement, to include certain minimum improvements described in the Purchase Agreement, and GRANTOR must have received the written approval of the GRANTEE.

B. GRANTOR must have commenced construction of the said approved project, said commencement having been deemed to occur when (1) BUYER, or BUYER’s authorized contractor, has obtained a building permit for commencement of excavation of the project and (2) excavation has actually been commenced on said project.

Such notice option must be exercised in writing with closing to occur within 90 days of such notice date.

Upon the failure or refusal of GRANTOR to meet both of said conditions by said Performance Deadline, GRANTEE shall have the right to exercise its option to purchase the Subject Property and to receive and accept the transfer and assignment of the Easement from GRANTOR by delivery to GRANTOR of written notice, delivered to GRANTOR on or before **December 31, 2023**.

3. **Purchase Price.** In the event GRANTEE exercises its option, as provided herein, GRANTEE shall pay to GRANTOR the sum of **FIVE HUNDRED FIVE THOUSAND and no/100 DOLLARS (\$505,000.00)**, which amount shall be referred to herein as the “Purchase Price”. The Purchase Price shall be payable as follows:

a. The PURCHASE PRICE shall be paid by wire transfer of immediately available United States funds, to be received by SELLER from the Title Company on the Closing Date pursuant to written wiring instructions to be delivered by SELLER to the Title Company prior to the Closing Date.

4. **Title.** If title to the property is unmarketable, GRANTOR shall have a period of 90 days in which to correct the title and make it marketable.

5. **Terms of Sale and Closing.** Upon the exercise of the option by GRANTEE, the closing shall occur within 90 days of the notice unless such time shall be extended by the mutual consent of the parties or to allow title defects to be cured as provided in the preceding paragraph. At the closing, GRANTOR shall deliver to GRANTEE a limited warranty deed free and clear of

all encumbrances, other easements of record, restrictive covenants, and mineral grants and reservations of record, if any, except those of record at the time GRANTOR received title to the Subject Property, and in addition to said deed GRANTOR shall deliver to GRANTEE an assignment of the Easement and GRANTEE shall pay to GRANTOR the balance of the purchase price after receiving all due credits for pro-rated taxes and special assessments and any other credit due to GRANTOR.

6. **Closing Costs.** It is specifically acknowledged and agreed that GRANTOR shall pay the following costs connected with closing of this transaction should this option be exercised:

- a. The preparation of the limited warranty deed and the assignment of easement; and,
- b. The recordation of any instruments required to clear title including but not limited to satisfactions of all prior liens and real estate to be paid upon the purchase price of the property.

7. **Taxes and Special Assessments.** Real estate taxes and installments for special assessments for the year prior to the year of closing and all prior years shall be paid by GRANTOR. For the year in which the closing occurs, real estate taxes and installments of special assessments shall be pro rated to the date of closing. In all events GRANTEE, if Option is exercised, shall pay the real estate taxes and installments of special assessments for the year subsequent to the year of closing.

8. **"Limited Warranty Deed"**. Conveyances by limited warranty deed, shall convey after-acquired title of the grantor thereof and, except as to installments of real estate taxes and special assessments not yet due and payable and reservations, easements, covenants, conditions, restrictions and the like of record, if any, at the time of the conveyance, stating that: (i) the grantor in such instrument has not done or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, is or may be encumbered in any manner; and (ii) the grantor in such instrument will warrant the title

to the above-described property against all persons claiming any interest from or through said grantor as a result of any such act or thing, but not otherwise.

9. **Possession.** Possession shall be delivered to GRANTEE on the date of closing.

10. **Amendment.** No amendment or modification of this agreement, including extension of the time for the exercise of any option granted hereunder shall be effective unless reduced to writing and subscribed by each of the parties hereto.

11. **Binding Effect.** This shall inure to and be binding upon the parties hereto, their respective heirs, administrators, executors' personal representatives' successors and assigns. GRANTEE has the right to assign this purchase option.

12. **Recording of Option Right of GRANTEE.** GRANTEE shall be authorized to record with the Office of the Recorder, County of Cass, State of North Dakota this purchase option.

IN WITNESS WHEREOF, the parties hereto, have signed this purchase option this _____ day of _____, 2023.

[[Remainder of Page Blank – Execution Pages to Follow]]

GRANTOR:

501 MAIN AVE DEVCORP, LLC,
a North Dakota limited liability company

By: _____
Sanford Hoff

Its: President and Chief Executive Officer

ATTEST:

Alex Bushey, Director of Development, F.I. Salter

STATE OF MINNESOTA)

) ss.

COUNTY OF ST. LOUIS)

On this ____ day of _____, 2023, before me, a notary public within and for said county and state, personally appeared SANFORD HOFF and ALEX BUSHEY, the President and Chief Executive Officer of 501 MAIN AVE DEVCORP, LLC, a North Dakota limited liability company and the Director of Development at F.I. Salter, respectively, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that the company executed the same.

(SEAL)

Notary Public

County: _____

State: _____

GRANTEE:

CITY OF FARGO,
a North Dakota Municipal Corporation

(SEAL)

By _____
Timothy Mahoney, M.D., its Mayor

ATTEST:

By _____
Steven Sprague, City Auditor

STATE OF NORTH DAKOTA)
)ss.
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this ____ day of _____,
20___, by Timothy Mahoney, M.D., and Steven Sprague, the Mayor and City Auditor,
respectively, of the City of Fargo, North Dakota, on behalf of said City.

Notary Public

Legal description obtained from previously recorded instrument.

This document drafted by:

Erik R. Johnson
Assistant City Attorney-Fargo
608 24th Ave S.
Fargo, ND 58103
(701) 371-6850
ejohnson@lawfargo.com

APPENDIX "A"
TO PURCHASE OPTION

Legal Description of Subject Property

A tract of unplatted land located in the NE $\frac{1}{4}$ of Section 7, Township 139 North, Range 48 West of the 5th Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at a found iron monument at the Northwest corner of the record plat Northern Pacific Second Addition; thence on an assumed bearing of South 04° 17' 22" East, along the Easterly line of Broadway for a distance of 417.32 feet to the **True Point of Beginning**; thence South 89° 38' 42" East 259.30 feet to the Northwest corner of that certain parcel of land described in Quitclaim Deed dated July 13, 2000 from The Burlington Northern and Santa Fe Railway Company to Lake Agassiz Regional Development Corporation; thence South 00° 20' 45" West, along the Westerly boundary of said "Lake Agassiz" parcel 76.48 feet to a found iron monument on the North right of way line of Main Avenue; thence North 89° 32' 13" West along said North right of way line of Main Avenue 253.14 feet to a point on the Easterly right of way line of Broadway; thence North 04° 17' 22" West along said right of way line 76.25 feet to the **True Point of Beginning**.

APPENDIX "B"
TO PURCHASE OPTION

Legal Description of Easement Property

A tract of unplatted land located in the NE¼ of Section 7, Township 139 North, Range 48 West of the 5th Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at a found iron monument at the northwest corner of the record plat Northern Pacific Second Addition; thence on an assumed bearing of South 04° 17' 22" East, along the Easterly line of Broadway for a distance of 417.32 feet to the **True Point of Beginning**; thence North 04° 17' 22" West, 35.12 feet; thence South 89° 38' 42" East, 262.14 feet; thence South 00° 20' 45" West, 35.00 feet; thence North 89° 38' 42" West, 259.30 feet to the **True Point of Beginning**.

EXHIBIT "E"

DESCRIPTION OF AREA—ACCESS FOR EGRESS ONTO BROADWAY

See attached.

EXHIBIT "E"

LEGAL DESCRIPTION:

A parcel of unplatted land located in the North 1/2 of Section 7, Township 139 North, Range 48 West of the 5TH Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 7; thence South 01 degree 59 minutes 49 seconds East along the west line of said Northeast 1/4, a distance of 40.00 feet; thence North 87 degrees 45 minutes 53 seconds East, a distance of 35.60 feet to the Northwest Corner of Block A4 of NORTHERN PACIFIC SECOND ADDITION, found in the Recorder's Office of said Cass County, and the easterly right of way line of Broadway North, as dedicated on said plat; thence South 02 degrees 14 minutes 07 seconds East along said easterly right of way line of Broadway North, a distance of 382.72 feet to the northwest corner of a Parking Easement, Document Number 976088, found in the Recorder's Office of said Cass County; thence continuing South 02 degrees 14 minutes 07 seconds East along the westerly line of said Parking Easement, a distance of 8.64 feet to the Point of Beginning of the parcel to be described; thence continuing South 02 degrees 14 minutes 07 seconds East along the westerly line of said Parking Easement, a distance of 26.49 feet to the southwest corner of said Parking Easement and the northeast corner of a Quitclaim Deed, Document Number 1021925, found in the Recorder's Office of said Cass County; thence North 87 degrees 31 minutes 01 second West along the north line of said Quitclaim Deed, a distance of 75.76 feet to the northwest corner of said Quitclaim Deed; thence continuing North 87 degrees 31 minutes 01 second West a distance of 12.16 feet; thence North 04 degrees 11 minutes 10 seconds East a distance of 26.48 feet to a point that is lying 23.50 feet southerly of the centerline of the Eastbound Main Line Track of BNSF Railroad; thence South 87 degrees 28 minutes 12 seconds East along a line that is 23.50 feet southerly and parallel with said centerline of Eastbound Main Line Track, a distance of 84.96 feet to the Point of Beginning.

Said Exhibit contains 2285 square feet of land, more or less, and is subject to existing easements of record.

SURVEYOR'S CERTIFICATION

I, Boyd D. Erbele, a Registered Professional Land Surveyor in the State of North Dakota do hereby certify that the survey plat shown hereon was made by me or under my direct supervision from a survey and that the computed lines as shown are true and correct to the best of my knowledge and belief.



Boyd D. Erbele
Boyd D. Erbele, N.D. LS-7986

5-18-2022
Date



EXHIBIT "E"
UNPLATTED PARCEL N1/2,
SEC. 7, T139N, R48W,
FARGO, NORTH DAKOTA

Apex Project #: 21-103-0090
Date: 5/18/2022
Drawn By: Boyd E
Checked By: Boyd E
Approved By: Boyd E

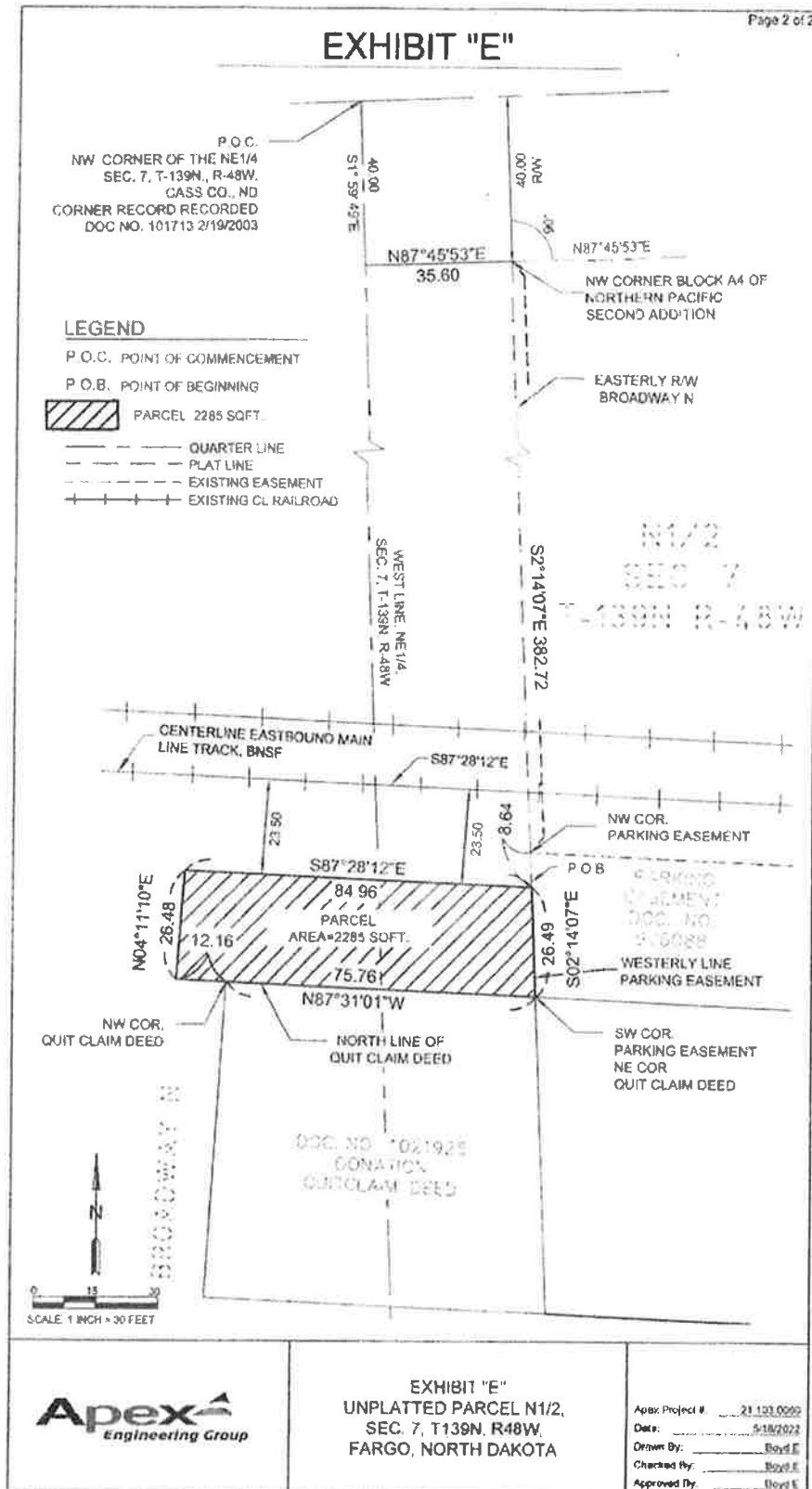


EXHIBIT "F"

DESCRIPTION OF AREA—ACCESS FOR EGRESS ONTO BROADWAY

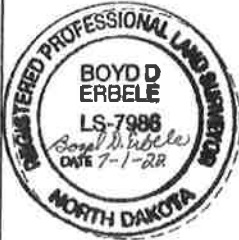






Page 1 of 2											
EXHIBIT "F"											
LEGAL DESCRIPTION:											
<p>A parcel of land, over, under and across, a portion of Quitclaim Deed Donation, Document Number 1021925, found in the Recorder's Office of Cass County, said Quitclaim Deed is located in the North 1/2 of Section 7, Township 139 North, Range 48 West of the 5TH Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:</p> <p>Commencing at the northwest corner of the Northeast 1/4 of said Section 7; thence South 01 degree 59 minutes 49 seconds East along the west line of said Northeast 1/4, a distance of 40.00 feet; thence North 87 degrees 45 minutes 53 seconds East, a distance of 35.60 feet to the northwest corner of Block A4 of NORTHERN PACIFIC SECOND ADDITION, found in the Recorder's Office of said Cass County, and the easterly right of way line of Broadway North, as dedicated on said plat; thence South 02 degrees 14 minutes 07 seconds East along said easterly right of way line of Broadway North, a distance of 382.72 feet to the northwest corner of a parking easement, Document Number 976088, found in the Recorder's Office of said Cass County; thence continuing South 02 degrees 14 minutes 07 seconds East along the westerly line of said parking easement and said easterly right of way line of Broadway North, a distance of 35.12 feet to the southwest corner of said parking easement, the northeast corner of said Quitclaim Deed and the point of beginning of the parcel to be described; thence continuing South 02 degrees 14 minutes 07 seconds East along the easterly line of said Quitclaim Deed, a distance of 8.03 feet; thence North 87 degrees 31 minutes 01 second West parallel with, and 8.00 feet southerly of the north line of said Quitclaim Deed, a distance of 75.60 feet to the westerly line of said Quitclaim Deed; thence North 03 degrees 44 minutes 28 second East along said westerly line a distance of 8.00 feet to the northwest corner of said Quitclaim Deed; thence South 87 degrees 31 minutes 01 second East along the north line of said Quitclaim Deed, a distance of 75.76 feet to the Point of Beginning.</p> <p>Said parcel contains 610 square feet of land, more or less, and is subject to existing easements of record.</p>											
SURVEYOR'S CERTIFICATION											
<p>I, Boyd D. Erbele, a Registered Professional Land Surveyor in the State of North Dakota do hereby certify that the survey plat shown hereon was made by me or under my direct supervision from a survey and that the computed lines as shown are true and correct to the best of my knowledge and belief.</p>											
	<p style="text-align: center;"><i>Boyd D. Erbele</i> Boyd D. Erbele, N.D. LS-7986</p> <p style="text-align: center; margin-left: 200px;"><i>7-1-2022</i> Date</p>										
	<p style="text-align: center;">EXHIBIT "F" PORTION OF QUITCLAIM DEED DOC. NO. 1021925 N1/2, SEC. 7, T139N, R48W, FARGO, NORTH DAKOTA</p>										
<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Apex Project #:</td> <td style="border: none;">21-100-0060</td> </tr> <tr> <td style="border: none;">Date:</td> <td style="border: none;">6/28/2022</td> </tr> <tr> <td style="border: none;">Drawn By:</td> <td style="border: none;">Boyd E</td> </tr> <tr> <td style="border: none;">Checked By:</td> <td style="border: none;">DWH E</td> </tr> <tr> <td style="border: none;">Approved By:</td> <td style="border: none;">Boyd E</td> </tr> </table>		Apex Project #:	21-100-0060	Date:	6/28/2022	Drawn By:	Boyd E	Checked By:	DWH E	Approved By:	Boyd E
Apex Project #:	21-100-0060										
Date:	6/28/2022										
Drawn By:	Boyd E										
Checked By:	DWH E										
Approved By:	Boyd E										
<p style="text-align: center;">I:\Projects\2021\21-100-0060 FARGO - 601 Main Ave Survey\Drawings\Easement Exhibit\Easement Exhibit Doc 1021925.dwg</p>											

EXHIBIT "F"

P.O.C.
NW CORNER OF THE NE1/4
SEC. 7, T-139N., R-48W.
CASS CO., ND
CORNER RECORD RECORDED
DOC NO. 101713 2/19/2003

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
-  PARCEL, 610 SQFT.
-  QUARTER LINE
-  PLAT LINE
-  EXISTING EASEMENT
-  EXISTING CL RAILROAD

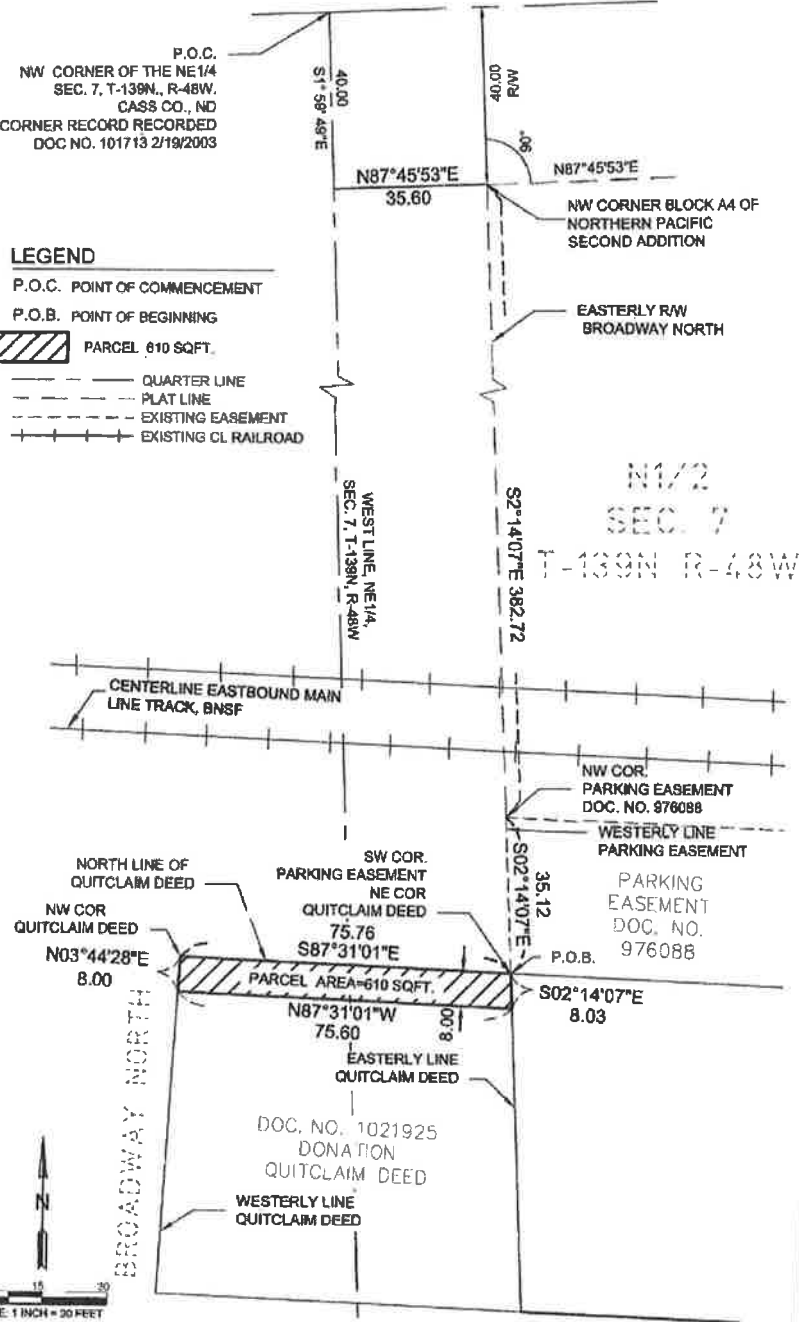


EXHIBIT "F"
PORTION OF QUITCLAIM DEED
DOC. NO. 1021925 N1/2,
SEC. 7, T139N, R48W,
FARGO, NORTH DAKOTA

Apex Project #: 21.103.0060
Date: 6/29/2022
Drawn By: Boyd E
Checked By: Dain E
Approved By: Boyd E

EXHIBIT "G"

MAIN AVENUE MID-BLOCK CROSS-WALK APPROVED STUDY

See attached.



REPORT

To: Jeremy Gordon, Transportation Engineer
City of Fargo

CC: Matt Torgerson, Director of Development
JLG Architects

From: Matt Pacyna, PE, Principal
Transportation Collaborative & Consultants, LLC

Date: October 25, 2022

Subject: Main Avenue Pedestrian Crossing Assessment

INTRODUCTION

TC2 was asked to review and evaluate a new pedestrian crossing of Main Avenue (east of Broadway) in the City of Fargo. The impetus behind a new pedestrian crossing is a proposed mixed-use development located at 501 Main Avenue and the associated increase in pedestrian activity between the development and the Island Park Parking Garage, now owned by Bell Bank. The proposed development, which has been approved by the City of Fargo, includes approximately 33,000 square feet of commercial office and 20 condo units.

A total of 67 parking spaces are proposed on site, which comprises of 38 at-grade/surface parking spaces and 29 underground parking spaces. The underground parking spaces are primarily dedicated for condo unit owners. The proposed development has signed a 15-year agreement with Bell Bank to utilize up to 150 parking spaces in the Island Park Parking Ramp; these will be the primary parking for employees of the commercial office spaces. The project team desires a direct multimodal connection across Main Avenue for employees parking in the Island Park Parking Ramp.

Therefore, the main objectives of this assessment are to quantify the amount of pedestrian activity at the potential crossing location, evaluate the need/justification relative to the NDDOT Traffic Operations Manual, and develop a preliminary pedestrian crossing concept for consideration. The following information provides an overview of the assumptions, methodology, and findings for consideration.

PEDESTRIAN ACTIVITY

To quantify how many pedestrians may utilize a new Main Avenue pedestrian crossing, information provided by the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition* was used. From a vehicular trip generation perspective, the 33,000 square foot office is expected to generate 50 a.m. peak hour, 48 p.m. peak hour, and 358 daily vehicular trips.

For purposes of this study, 75 percent of these trips were assumed to park within the adjacent Island Park Parking Ramp. This equates to approximately 35 vehicles parking during each peak hour, as well as approximately 135 throughout the day. Assuming all single vehicle occupancy, the pedestrian activity crossing Main Avenue between the proposed development and the Island Park Parking Ramp is estimated to be 35 pedestrians during each of the a.m. and p.m. peak hours, as well as 135 pedestrians throughout the day. Note that this doesn't include other potential users from adjacent businesses, such as Lake Agassiz Development Group.

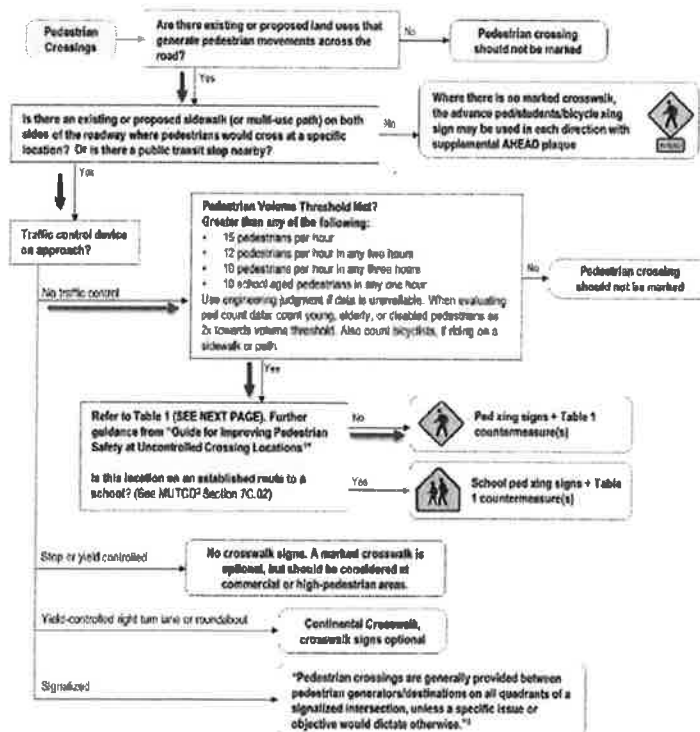
NDDOT GUIDANCE

Since Main Avenue is under NDDOT jurisdiction, a review of the Pedestrian Crosswalk Analysis section of the *NDDOT Traffic Operations Manual* was completed. The manual states the following:

"A city or local governmental agency must submit the request to ensure they support the project, because they will be required to assume the maintenance of the improvement after it is installed. After a request for a pedestrian facility is submitted to NDDOT, traffic operations staff will review the request to ensure the location meets guidelines for installing a pedestrian crossing. Typically, this review involves looking at any crash history, the number of pedestrians crossing the roadway, the width of the roadway, sidewalk connectivity leading to and from the proposed location and existing nearby pedestrian crossings."

The pedestrian crosswalk analysis provides a flow-chart, shown in Figure 1, to understand if a pedestrian crossing should be provided, marked, and/or enhanced. Since the proposed crossing is considered a mid-block crossing, there is no traffic control device. Thus, with the assumed 35 peak hour pedestrian crossings, the guidance indicates a pedestrian crossing is reasonable with additional countermeasure treatments, which are discussed on the following page.

Figure 1 Pedestrian Crossing Flow-Chart



Since the proposed location is a potential candidate for a pedestrian crossing, determining the appropriate configuration and impacts are the next step in the assessment process. Once again, using Pedestrian Crossing Treatment guidance from the NDDOT as shown in Figure 2, indicates that the location meets the criteria for crosswalk visibility enhancements, as well as several candidate treatments, including advance yield signage, in-street pedestrian crossing signage, curb extensions, a pedestrian refuge island, and a RRFB or PHB. Thus, a more detailed review of the context surrounding the proposed pedestrian crossing area was completed to identify appropriate design considerations.

Figure 2 Pedestrian Crossing Treatments

TABLE 1		Vehicle AADT = 9,000			Vehicle AADT 9,000-15,000			Vehicle AADT > 15,000		
Crossing Type		<30	30-40	40-50	>50	30-40	40-50	30-40	30-40	2-40
Roadway Configuration	2 lanes (1 lane in each direction)	2	1	1	1	1	1	1	1	1
	3 lanes with raised median (1 lane in each direction)	2	1	1	1	1	1	1	1	1
	3 lanes without raised median (1 lane in each direction with a two-way left turn lane)	2	1	1	1	1	1	1	1	1
	4+ lanes with raised median (2 or more lanes in each direction)	2	1	1	1	1	1	1	1	1
	4+ lanes without raised median (2 or more lanes in each direction)	2	1	1	1	1	1	1	1	1

The shaded boxes indicate the suggested treatments to be used. The absence of a number signifies that the intersection is generally not an appropriate location for the treatment, but exceptions may be considered following engineering judgment.

1) Signifies that the intersection is a candidate treatment.

2) Signifies that the intersection should always be considered, but not installed or improved, based on engineering judgment.

3) Signifies that street-level interventions should always be considered or installed on the shaded intersections.

<p>1 Crosswalk Visibility Enhancements</p> <p>High-Visibility Crosswalk Markings "Continental Style" A continental style crosswalk may be used when extra emphasis is needed, such as for midblock crosswalks, crosswalks across uncontrolled roadways, or crosswalks across a yield-controlled light, both ways at a signalized intersection (see continental crosswalk detail - NDDOT standard drawing D-702-1).</p> <p>Pedestrian Crosswalk Warning Signs W11-2 for pedestrian crosswalks, S1-1 for school crosswalks. A diagonal downward arrow (W16-7) plaque is used to point to the crosswalk location.</p> <p>Parking Restrictions on Crosswalk Approaches Minimum parking setback 20 ft in advance of crosswalk where speeds are 25 mph or less, 30 ft where speeds are between 26 and 30 mph.</p> <p>Adequate Nighttime Lighting Levels Place lights in advance of midblock and intersection crosswalks on both approaches to illuminate the foot of the pedestrian and avoid creating a silhouette.</p>	<p>4 In-Street Pedestrian Crossing Sign Local agency must approve these with a plan for maintenance and prompt replacement of damaged signs.</p> <p>5 Curb Extension Also called "bulb-outs", these increase visibility of pedestrians and help reduce crossing distance.</p> <p>6 Pedestrian Refuge Island Ideal for crossing multiple lanes and/or at midblock locations.</p> <p>7 Rectangular Rapid-Flashing Beacon (RRFB) Pedestrian-activated LEDs are particularly effective at midblock crossings with speeds less than 40 mph. Consider overhead-mounted RRFB for long crossings and/or with multiple lanes.</p> <p>8 Road Diet If recommended, a traffic study should be done to evaluate the entire corridor where the road diet is proposed.</p> <p>9 Pedestrian Hybrid Beacon (PHB) Ideal for midblock locations but may be used at intersections. Further guidance in MUTCD Chapter 4F. If a PHB is determined to be infeasible, RRFB's may be considered.</p>
<p>2 Raised Crosswalk Appropriate for local or collector streets, not arterials.</p>	<p>3 Advance Yield Here to Pedestrians Sign and Yield Line Ideal for midblock locations or where there are multiple lanes.</p>

The 2021 ADT volumes within the subject segment of Main Avenue provided by the NDDOT indicates that this segment carries approximately 11,765 vehicles per day.

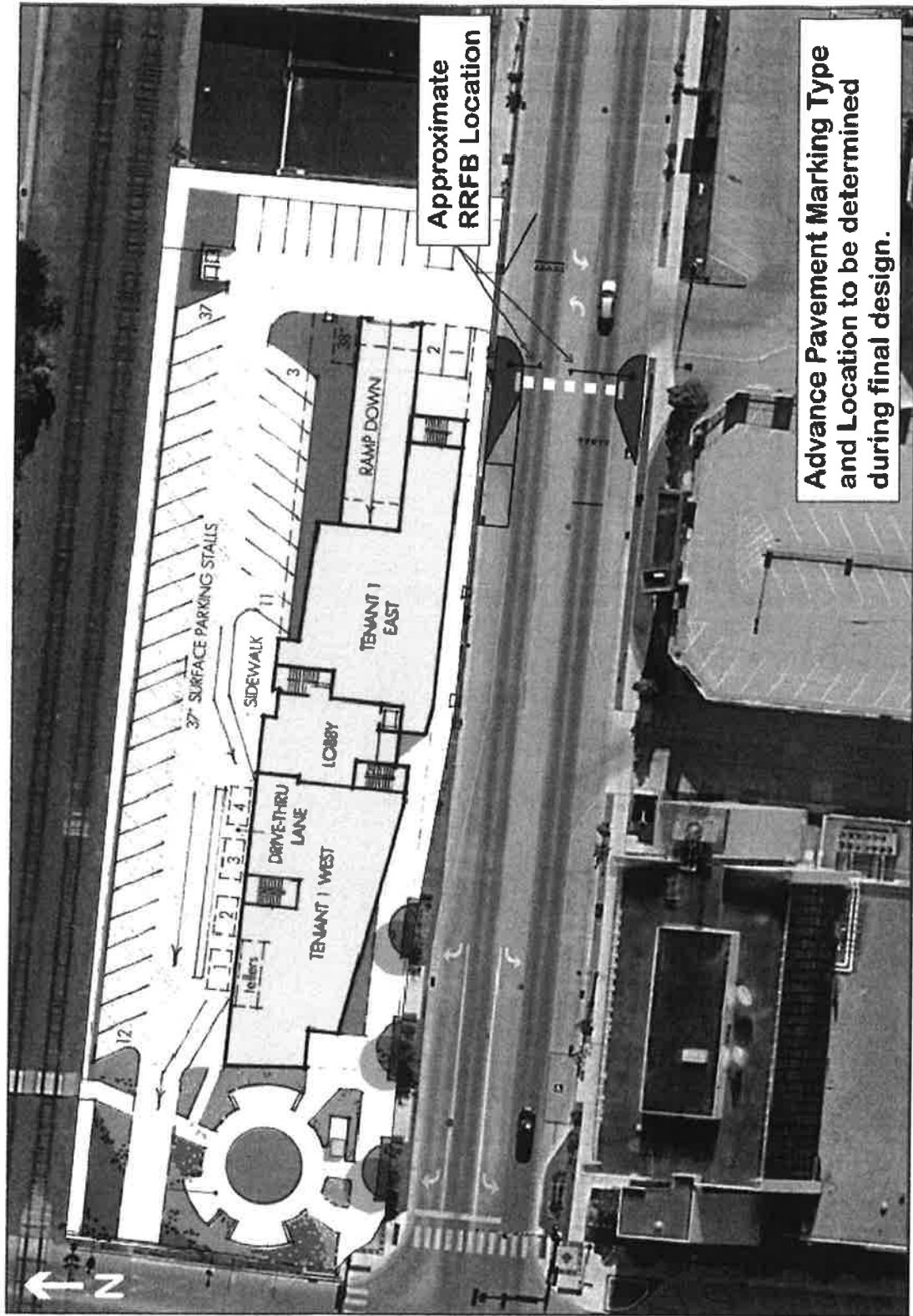
PRELIMINARY CONCEPT CONSIDERATIONS

A review of context surrounding the pedestrian crossing was completed to develop a preliminary crossing concept, which is shown in Figure 3. This concept was developed in collaboration with City and the NDDOT and went through various iterations to refine key enhancements. The following information is provided for contextual purposes and/or design consideration.

- 1) **Need:** Although there is an existing signal located approximately 260 feet to the west, the walking distance for pedestrians to get between the parking ramp and the proposed development lobby is approximately 500 feet.
 - a. At a walking speed of 3.5 feet per second, using the existing signal would take approximately 145 seconds, or the equivalent of 2.5 minutes.
 - b. Using the proposed crossing, the walking distance would be approximately 250 feet, which would equate to a walking time of 70 seconds or two times faster than using the signal.
 - c. At this level of walk time savings, pedestrians would be more likely to use the proposed crossing than the Broadway signal.
- 2) **Location:** The crossing should be located at the midpoint between Broadway and 4th Street to represent a mid-block crossing along the corridor; the crossing should be on the west side of the Wells Fargo and proposed development driveway intersection.
- 3) **Enhancements:** The following considerations were reviewed and recommended for the potential crossing enhancements.
 - a. **Advanced Yield Here Signage** – this signage is not used at any other locations along the corridor; **advanced yield here signage is not recommended in this location.**
 - b. **In-Street Pedestrian Crossing Sign** – these signs can be effective, but given the center two-way left-turn lane, **an in-street pedestrian crossing sign is not recommended.**
 - c. **Curb Extensions** – **providing curb extensions to improve pedestrian visibility and reduce the crossing distance is recommended.**
 - d. **Pedestrian Refuge Island** – given the desire to maintain the existing two-way left-turn lane, **a raised median is not recommended for this crossing.**
 - e. **RRFB or PHB** – this location appears to be a good candidate for an RRFB, given the slower speeds. Other agencies often use 20 pedestrian crossings in an hour as the minimum threshold to consider an RRFB, with approximately 100 pedestrian crossings in an hour to consider a PHB. Given this guidance, **a RRFB is recommended for this crossing.**
- 4) **Parking:** The preliminary concept, which include curb extensions, would reduce on-street parking by two-spaces relative to the future condition (i.e., once the proposed development is in place). Further discussion with area stakeholders should occur to determine if additional parking modifications should be considered.

CONCLUSION

The proposed pedestrian crossing falls within NDDOT and best-practice guidance and is a good candidate for consideration. Further discussion with area stakeholders and agencies should occur to review the preliminary concept and considerations to outline key design details.



TC² Updated Preliminary Pedestrian Crossing Concept
Main Avenue Pedestrian Crossing Assessment

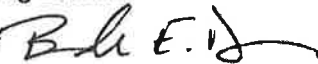
Figure 3

EXHIBIT "H"

CITY ENGINEER MEMO REGARDING NDDOT RESPONSE TO CITY'S REQUEST FOR COMMENT TO
PROPOSAL FOR CROSSWALK INSTALLATION

See attached.

Memorandum

To: Jim Gilmour, Strategic Planning Director
From: Brenda Derrig, City Engineer 
Date: December 6, 2022
Re: Crosswalk on Main Avenue between 4th Street and Broadway.

The City of Fargo Engineering Department has been coordinating with the North Dakota Department of Transportation (NDDOT) to facilitate the addition of a crosswalk on Main Avenue between 4th Street and Broadway to support the redevelopment of 501 Main Avenue.

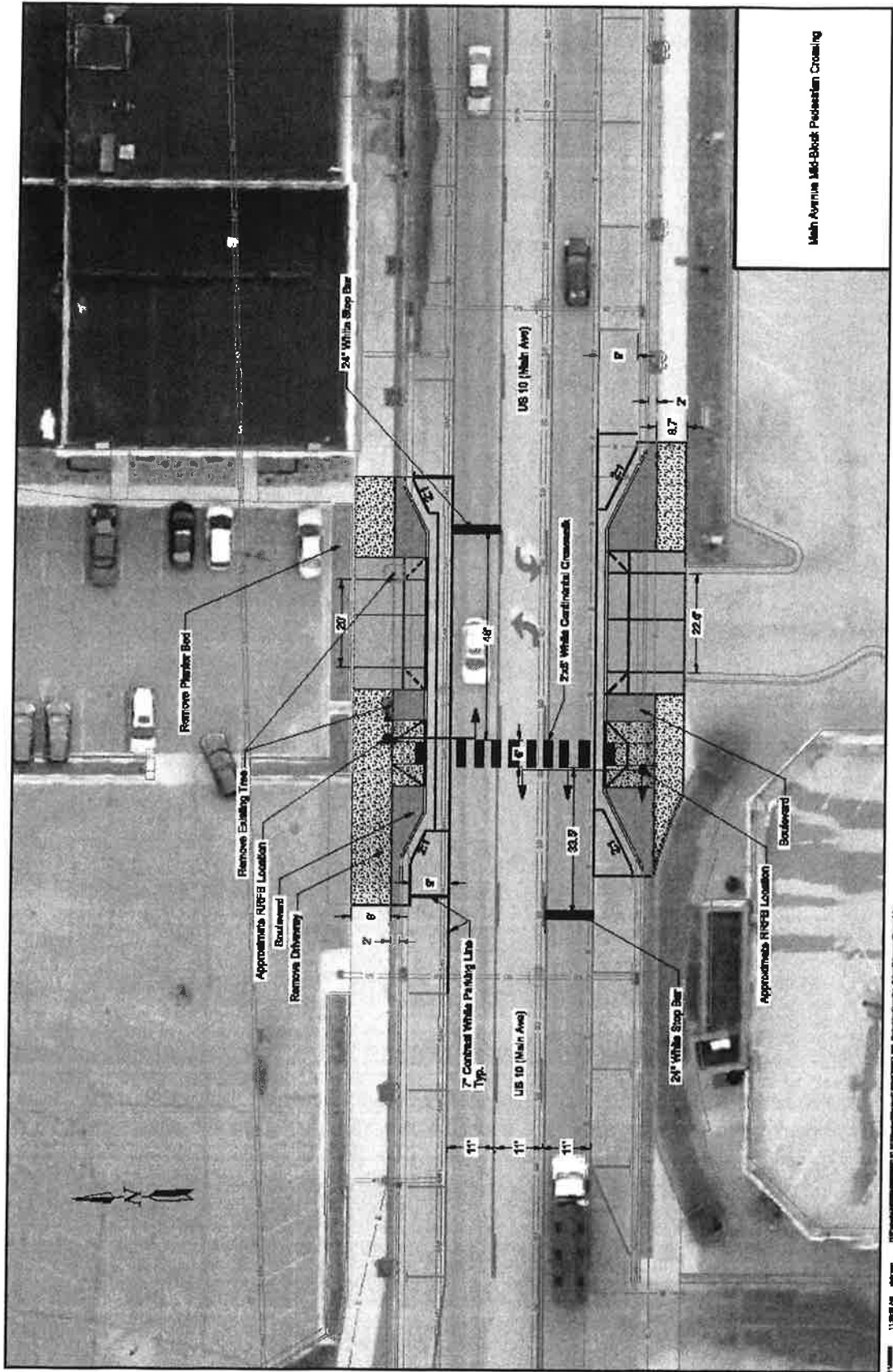
Engineering and the Developer's Engineering Consultant have worked with the NDDOT on an acceptable design, attached, of a crosswalk on Main Avenue between 4th Street and Broadway. Fargo Engineering submitted the layout, completed by the Developer's Consultant with our oversight, and the NDDOT has responded with no comments. When there are no comments from NDDOT, it is an indication that the City may continue proceeding with the implementation of the plan.

The next step will be to complete construction documents. Prior to advertising and bidding, Engineering will submit the construction plans for any final comments and then proceed with bringing the project to Commission to create the project, advertise and bid.

EXHIBIT "I"

CROSSWALK DESIGN EXHIBIT

See attached.



37

TO: Board of City Commissioners
FROM: Nicole Crutchfield *NC*
RE: Text Amendment ordinance questions
DATE: December 21, 2022

Below are additional facts and matters suggested for consideration related to the 2nd reading of the staff recommended text amendment. This memo also clarifies the relationship to the current litigation matters as questioned at the December 12th, 2022 City Commission 1st reading of the ordinance.

1. The current Land Development Code prohibits Adult Entertainment Uses in the Downtown Mixed Use ("MDU") zoning district.
2. The text amendment in the Land Development Code is recommended if the City Commission wants to uphold the Land Development Code's current limitations on Adult Entertainment.
3. Nationwide and as an industry standard, what the City of Fargo calls "Adult Entertainment Uses," most cities call "Sexually Oriented Businesses." (Other adult oriented businesses, such as places of alcohol sales or consumption, are separately regulated based on other characteristics).
4. Cities are allowed to use their zoning powers to regulate the placement and location of Adult Entertainment Uses (or Sexually Oriented Businesses) in compliance with the United States Constitution.
5. The current Land Development Code is outdated in terms of definitions. This requires staff to make similar use interpretations, pursuant to LDC § 20-0401(F) and § 20-1203(B) criteria, when applying the Code to more recent types of sexually oriented businesses. Hence the current litigation. Regardless of the litigation matter, the ordinance should be modernized to maintain the City Commission's policy goals, as expressed in the Land Development Code, to control the location of Adult Entertainment Uses.
6. The current drafted text amendment does not restrict Adult Entertainment uses any more than the current Land Development Code. Instead, the drafted text amendment clarifies definitions.
7. This text amendment ordinance represents best practices in land use regulation, and similar ordinances have been tested in various court cases and found not to infringe on constitutional rights. Thus, the text amendment will allow the City to implement sound land use policy and lessen the risks for future litigation.

8. The staff's request for a text amendment lies in the fact that staff wants to put the City of Fargo in the best position to enforce its existing land use policy by providing clarity and predictability for all, including any new building permit applications.
9. The North Dakota Insurance Reserve Fund (NDIRF) is the authorizing agency providing coverage for the City's defense in the current litigation. The NDIRF hired attorney Howard Swanson and through that contract, Howard Swanson brought in subject matter expert Scott Berghold, whom he knew through the International Municipal Lawyers Association, and with whom he previously successfully defended a similar case.
10. The Judge will rule on the litigation regardless of the action of the City Commission. However, discussion involving the ordinance may be considered as potential evidence in the litigation if that discussion crosses over into the topic of the litigation.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 20-0401, 20-0402,
20-0403, AND 20-1202 OF THE FARGO MUNICIPAL CODE
(LAND DEVELOPMENT CODE) RELATING TO ADULT
ENTERTAINMENT CENTERS AND ADULT
ESTABLISHMENTS

1
2 WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in
3 accordance with Chapter 40-50.1 of the North Dakota Century Code; and

4 WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City
5 shall have the right to implement home rule powers by ordinance; and

6 WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said
7 home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict
8 therewith and shall be liberally construed for such purpose; and

9 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to
10 implement such authority by the adoption of this ordinance;

11 WHEREAS, adult establishments require special supervision from the public safety
12 agencies of the city in order to protect and preserve the health, safety, and welfare of the patrons of
13 such businesses as well as the citizens of the city; and

14 WHEREAS, the Board of City Commissioners finds that adult establishments, as a category of
15 establishments, are frequently used for unlawful sexual activities, including prostitution, and sexual
16 liaisons of a casual nature; and

17 WHEREAS, there is convincing documented evidence that adult establishments, as a category
18 of establishments, have deleterious secondary effects and are often associated with crime and
19 adverse effects on surrounding properties; and

20 WHEREAS, the board desires to protect the health, safety, and welfare of the citizenry; protect
21 the citizens from crime; preserve the quality of life; preserve the character of surrounding
22 neighborhoods and deter the spread of urban blight; and

23 WHEREAS, certain sexually oriented products and services offered to the public are
recognized as not inherently expressive and not protected by the First Amendment, *see, e.g.*,

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Heideman v. South Salt Lake City, 348 F.3d 1182, 1195 (10th Cir. 2003) (“On its face, the Ordinance applies to all ‘sexually oriented businesses,’ which include establishments such as ‘adult motels’ and ‘adult novelty stores,’ which are not engaged in expressive activity.”); *Sewell v. Georgia*, 233 S.E.2d 187 (Ga. 1977), *dismissed for want of a substantial federal question*, 435 U.S. 982 (1978) (sexual devices); *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215, 224 (1990) (escort services and sexual encounter services); and

WHEREAS, there is documented evidence of adult establishments, including adult bookstores and adult video stores, manipulating their inventory and/or business practices to avoid regulation while retaining their essentially “adult” nature, *see, e.g., Z.J. Gifts D-4, L.L.C. v. City of Littleton*, Civil Action No. 99-N-1696, Memorandum Decision and Order (D. Colo. March 31, 2001) (finding retail adult store’s “argument that it is not an adult entertainment establishment” to be “frivolous at best”); *People ex rel. Deters v. The Lion’s Den, Inc.*, Case No. 04-CH-26, Modified Permanent Injunction Order (Ill. Fourth Judicial Circuit, Effingham County, July 13, 2005) (noting that “the accuracy and credibility” of the evidence on inventory in adult retail store was suspect, and that testimony was “less than candid” and “suggested an intention to obscure the actual amount of sexually explicit material sold”); *City of New York v. Hommes*, 724 N.E.2d 368 (N.Y. 1999) (documenting manipulation of inventory to avoid adult classification);

Taylor v. State, No. 01-01-00505-CR, 2002 WL 1722154 (Tex. App. July 25, 2002) (noting that “the nonadult video selections appeared old and several of its display cases were covered with cobwebs”); *HH-Indianapolis, LLC v. Consol. City of Indianapolis/Marion County*, 889 F.3d 432 (7th Cir. 2018); *HH-Indianapolis, LLC v. Consol. City of Indianapolis/Marion County*, 265 F. Supp. 3d 873 (S.D. Ind. 2017); and

WHEREAS, the manner in which an establishment holds itself out to the public is a reasonable consideration in determining whether the establishment is an adult establishment, *see, e.g., East Brooks Books, Inc. v. Shelby County*, 588 F.3d 360, 365 (6th Cir. 2009) (“A prominent display advertising an establishment as an ‘adult store,’ moreover, is a more objective indicator that the store is of the kind the Act aims to regulate, than the mere share of its stock or trade comprised of adult materials.”); *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215, 261 (1991) (Scalia, J., concurring in part and dissenting in part) (“[I]t is most implausible that any enterprise which has as its constant intentional objective the sale of such [sexual] material does not advertise or promote it as such.”); *see also Johnson v. California State Bd. of Accountancy*, 72 F.3d 1427 (9th Cir. 1995) (rejecting First Amendment challenge to statute which used the phrase “holding out” to identify conduct indicative of the practice of public accountancy, but did not ban any speech); *Spencer v. World Vision, Inc.*, 633 F.3d 723 (9th Cir. 2010) (O’Scannlain, J., concurring) (concluding that whether an entity “holds itself out” as religious is a neutral factor and that factor helps to ensure that the entity is a *bona fide* religious entity); and

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 WHEREAS, the city intends to regulate such businesses as adult establishments through
2 narrowly tailored regulations designed to serve its substantial government interest in protecting
3 the health, safety, and welfare of the community, including by preventing the negative secondary
4 effects of adult establishments; and

5 WHEREAS, the city recognizes its constitutional duty to interpret and construe its laws to
6 comply with constitutional requirements as they are announced; and

7 WHEREAS, the board wishes to update the city's definitions and land use regulations for
8 adult establishments; and

9 WHEREAS, with the passage of any ordinance, the city and the board of city
10 commissioners accept as binding the applicability of general principles of criminal and civil law
11 and procedure and the rights and obligations under the United States and North Dakota
12 Constitutions, the North Dakota Century Code, and the North Dakota Rules of Civil and
13 Criminal Procedure; and

14 WHEREAS, it is not the intent of this ordinance to suppress any speech activities protected by
15 the U.S. Constitution or the North Dakota Constitution, but to enact legislation to further the
16 content-neutral governmental interests of the city, to wit, the controlling of secondary effects of
17 adult establishments.

18 NOW, THEREFORE,

19 Be it Ordained by the Board of City Commissioners of the City of Fargo:

20 Section 1. Amendment.

21 Section 20-0401 of Chapter 20 (Land Development Code) is hereby amended so that the row
22 for "Adult Entertainment Center" in Table 20-0401 is amended to read as shown in Exhibit 1
23 attached hereto.

Section 2. Amendment.

Section 20-0402(A) of Chapter 20 (Land Development Code) is hereby amended to read as
follows:

A. ~~Adult Entertainment Center~~ Establishment

Adult Entertainment Centers establishments are regulated based upon the documents,
rationale, and findings set forth in the ordinance adopting this section. The city hereby

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

adopts and incorporates herein its stated findings and legislative record related to the adverse secondary effects of adult establishments, including the judicial opinions and reports related to such secondary effects. Adult establishments shall be subject to all of the following standards:

1. An adult ~~entertainment center~~ establishment shall not be located within 1,250 feet of any religious institution, school, park or recreation facility (bike paths excluded), SR zoning district, MR zoning district or residential planned unit development.
2. An adult ~~entertainment center~~ establishment shall not be located within 1,250 feet of any establishment that dispenses alcohol on-premises and is licensed in accordance with Chapter 25 of the Fargo Municipal Code.
3. An adult ~~entertainment center~~ establishment shall not be located within ~~1,250~~ 750 feet of any other adult ~~entertainment center~~ establishment.
4. For the purpose of subsections (1), (2), and (3), distance shall be measured from the closest part of any structure, including signs and roof overhangs, used in conjunction with the adult establishment to the closest point on a property boundary of the land use(s) identified in those subsections. Where a use identified in those subsections is located in a multi-tenant development, the distance shall be measured to the closest part of the tenant space occupied by that use rather than the property line of the entire development. The zoning and/or use of land in adjacent jurisdictions shall not disqualify any location within the City of Fargo from being available to an adult establishment.
5. Notwithstanding any provision in the Fargo Municipal Code to the contrary, an adult establishment in a location that satisfies the location standards in the Land Development Code shall not be deemed noncompliant by virtue of the subsequent establishment or expansion of another land use or zoning district identified in subsections (1), (2), or (3).
46. An adult ~~entertainment center~~ establishment must prohibit entrance by persons less than 18 years of age.
- ~~5. An adult entertainment center may not display any signs visible from the exterior of the adult entertainment center, except for signs identifying it as an adult entertainment center, adult bookstore, adult entertainment facility, adult cinema or combination thereof.~~
- ~~6. No materials depicting specified sexual activities or specified anatomical areas shall be visible from the exterior of an adult entertainment center.~~
7. The business premises of an adult ~~entertainment center~~ establishment that are generally open to its patrons are open equally at the same time to members of any law enforcement agency who may wish to enter thereon provided the entry is in the course of the discharge of the law enforcement officer's duties.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Amendment.

Section 20-0402(T)(3) of Chapter 20 (Land Development Code) is hereby amended to read as follows:

T. Non-farm Commercial Uses

...

3. **Prohibited Uses.** Dispatch Centers, Firearms and Ammunition Sales, and Adult ~~Entertainment Centers Uses~~ Establishments as defined in Section 20-0403.C.5 are prohibited uses.

Section 4. Amendment.

Section 20-0403(C)(5)(f) of Chapter 20 (Land Development Code) is hereby amended to read as follows:

C. Home Occupations

...

5. **Prohibited Uses.**

...

f. ~~Adult Entertainment Center Uses~~ Establishments

~~Entertainment or sale of goods defined as adult bookstore, adult cinema, adult entertainment facility, or adult entertainment center~~ Adult establishments as defined in Sec. 20-1202 are not allowed as a home occupation.

Section 5. Amendment.

Section 20-1202 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

§20-1202 – Words Defined

The following terms shall have the meanings ascribed to them:

1. **Accessory Use:** a use or structure that:
 - a. Is clearly incidental to and customarily found in connection with a principal structure or use;

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- b. Is subordinate in area, extent and purpose to the principal building or use;
- c. Contributes to the comfort, convenience or necessity of occupants of the principal use; and
- d. Is located on the same lot and in the same zoning district as the principal use.

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2 2. **Adult Arcade:** A commercial establishment to which the public is permitted or invited
3 that maintains booths or rooms smaller than 100 square feet, wherein image-producing
4 devices are regularly maintained to show images characterized by their emphasis upon
5 matter exhibiting “specified sexual activities” or “specified anatomical areas.”

6 23. **Adult Bookstore:** An enclosed building having as a substantial or significant portion of
7 its stock in trade, books, magazines, or other periodicals that are distinguished or
8 characterized by their emphasis on matter depicting or describing specified sexual
9 activities or specified anatomical areas. A commercial establishment which, as one of
10 its principal business activities, offers for sale or rental for any form of consideration
11 any one or more of the following: books, magazines, periodicals or other printed
12 matter, or photographs, films, motion pictures, video cassettes, compact discs, digital
13 video discs, slides, or other visual representations which are characterized by their
14 emphasis upon the display of “specified sexual activities” or “specified anatomical
15 areas.” A “principal business activity” exists where the commercial establishment meets
16 any one or more of the following criteria:

- a. At least 30% of the establishment’s displayed merchandise consists of said items,
17 or
- b. At least 30% of the establishment’s revenues derive from the sale or rental, for any
18 form of consideration, of said items, or
- c. The establishment maintains at least 30% of its floor space for the display, sale,
19 and/or rental of said items (aisles and walkways used to access said items, as well
20 as cashier stations where said items are rented or sold, shall be included in “floor
21 space” maintained for the display, sale, or rental of said items); or
- d. The establishment maintains at least five hundred square feet (500 sq. ft.) of its
22 floor space for the display, sale, and/or rental of said items (aisles and walkways
23 used to access said items, as well as cashier stations where said items are rented or
sold, shall be included in “floor space” maintained for the display, sale, or rental of
said items); or
- e. The establishment regularly offers for sale or rental at least five hundred (500) of
said items; or
- f. The establishment regularly makes said items available for sale or rental and holds
itself out, in any medium, as an establishment that caters to adult sexual interests.
In this definition, “floor space” means the floor area inside an establishment that is
visible or accessible to patrons for any reason, excluding restrooms.

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34. **Adult Cinema:** ~~An enclosed building used on a regular basis for presenting pictorial materials or other visual images by way of direct or indirect projection, which materials are distinguished or characterized by an emphasis on the depiction of specified sexual activities or specified anatomical areas, for observation by patrons therein in return for the payment of a consideration, irrespective of the number of patrons who may be able to view the presentation at one time. A commercial establishment to which the public is permitted or invited that maintains viewing rooms that are 100 square feet or larger wherein films or videos characterized by their emphasis upon "specified sexual activities" or "specified anatomical areas" are regularly shown.~~
45. **Adult Entertainment Facility:** ~~An enclosed building wherein an admission is charged for entrance, or food or nonalcoholic beverages are sold or intended for consumption, and wherein may be observed live presentation of entertainment distinguished or characterized by an emphasis on matters depicting, describing or relating to specified sexual activities or specified anatomical areas. A nightclub, juice bar, restaurant, or similar commercial establishment that regularly offers live semi-nude conduct. No establishment shall avoid classification as an adult entertainment facility by offering nude conduct.~~
56. **Adult Entertainment Center Establishment:** ~~An Adult Arcade, Adult Bookstore, Adult Cinema, Adult Entertainment Facility, or a Sexual Device Shop, or any combination thereof.~~
67. **Airport:** Hector International Airport.
78. **Airport Elevation:** The established elevation of the highest point on the usable landing area.
89. **Airport Hazard:** Any structure or tree or use of land which obstructs the airspace required for the flight of aircraft in landing or taking off at the airport or is otherwise hazardous to such landing or taking-off of aircraft.
910. **All Weather Surface:** Any surface that is durable and reasonably free of dust or mud. Such surfaces shall include, but not be limited to concrete, asphalt, paving blocks, brick, and other similar materials intended for outdoor motor vehicle use. They shall not include dirt, grass, or gravel. Crushed concrete, asphalt millings, or approved similar materials are acceptable in LI or GI zoning districts in areas used for rear-yard circulation and/or loading, but not used for required parking.

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1 ~~10~~11. **Animal Confinement:** Any lot or building or combination of lots or buildings
2 intended for the confined feeding, breeding, raising, or holding of animals and
3 specifically designed as a confinement area in which manure may accumulate, or where
4 the concentration of animals is such that vegetative cover cannot be maintained within
5 the enclosure.

6 ~~11~~12. **Antenna Array:** One or more rods, panels, discs or similar devices used for the
7 transmission or reception of radio frequency signals, which may include omni-
8 directional antenna (rod), directional antenna (panel) and parabolic antenna (disc). It
9 does not include a “telecommunications support structure.”

10 ~~12~~13. **Block:** An area of land bounded entirely by streets.

11 ~~13~~14. **Boundary Line Adjustment:** An adjustment in the boundary between adjoining
12 lots if the adjustment does not create an additional or substandard lot or necessitate new
13 roadway construction or right-of-way dedication.

14 ~~14~~15. **Building:** A structure having a roof supported by columns or walls.

15 ~~15~~16. **Building Coverage:** The area of a lot covered by buildings (principal and
16 accessory) or roofed areas, as measured along the outside wall at ground level, and
17 including all projections, other than open porches, fire escapes, canopies and the first
18 three feet of a roof overhang.

19 17. **Characterized by:** Describing the essential character or quality of an item. As applied in
20 this chapter, no business shall be classified as an adult establishment by virtue of showing,
21 selling, or renting materials rated NC-17 or R by the Motion Picture Association of
22 America.

23 ~~16~~18. **Decision-Making Body:** A person or group authorized in this Land Development
Code to conduct land use reviews and take action on the matter under review.

~~17~~19. **Density:** The number of dwelling units for each acre of land. See also Sec. 20-
20 0504. Density may also be expressed as the amount of land area per dwelling unit.

~~18~~20. **Developer.** The person proposing to develop land, either as an owner of said land
21 or as an agent of the owner.

~~19~~21. **Dwelling Unit:** A building or portion of it designed and used for residential
22 occupancy by a single household and that includes exclusive sleeping, cooking, eating
23

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and sanitation facilities. Buildings with more than one set of cooking facilities are considered to be multi-dwelling structures unless the additional cooking facilities are clearly accessory, such as an outdoor grill.

1 ~~2022.~~ **Essential Services:** The erection, construction, alteration, maintenance by public
2 utilities or by governmental departments or commissions of such underground or
3 overhead gas, electrical, steam, or water transmission or distribution systems,
4 collection, communication, supply or disposal systems, including towers, poles, wires,
5 mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, street
6 lights, traffic signals, hydrants, and other similar equipment, and accessories in
7 connection therewith, but not including buildings, as are reasonably necessary for the
8 furnishing of adequate service by such public utilities or governmental departments or
9 commissions or as are required for protection of the public health, safety, or general
10 welfare.

11 ~~2123.~~ **Floor Area (Gross):** The total square footage within a structure calculated by
12 using the measurements from the exterior walls.

13 ~~2224.~~ **Garage:** An accessory building or portion of a main building used for the storage
14 of motor vehicles.

15 ~~2325.~~ **Height, Building:** The vertical distance between the average finished grade at the
16 base of the building and: 1) the highest point of the coping of a flat roof; 2) the highest
17 point of a mansard roof; or 3) the average height level between the eaves and ridge line
18 of a gable, hip or gambrel roof. For the purpose of the HIA-O, Hector International
19 Airport Overlay district regulations the datum shall be mean sea level elevation unless
20 otherwise specified.

21 ~~2426.~~ **Home Occupation:** A business, profession, occupation or trade conducted for
22 gain, conducted within a dwelling unit, including an attached or detached garage
23 accessory to the dwelling unit, for gain or support by a resident of the dwelling unit.

24 ~~2527.~~ **Household:** Any one of the following:
25 a. One or more persons related by blood, marriage, adoption, or legal guardianship,
26 including foster children, living together in a dwelling unit; or
27 b. A group of not more than 3 persons not related by blood, marriage, adoption, or
28 legal guardianship living together in a dwelling unit;
29 c. Two unrelated persons and their children living together in a dwelling unit; or
30 d. Any group of people living together that meets the definition of "protected class,"
31 as that term is defined in the North Dakota law.

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2628. **Landing Area:** the area of the airport used for the landing, taking off or taxiing of aircraft.

1 2729. **Lot:** The entire parcel of land occupied or intended to be occupied by a principal
2 building and its accessory buildings, or by a group such as a dwelling group or
3 automobile court and accessory buildings, including the yards, setbacks and open
4 spaces required by this Land Development Code and other applicable law. When a lot is
5 used together with 1 or more contiguous lots for a single use or unified development, all
6 of the lots so used, including any lots used for off-street parking, shall be considered a
7 single lot.

8 2830. **Lot, Legal:**

- 9 a. A lot that is shown on a Subdivision plat that has been recorded in the office of the
10 County Register of Deeds; or
11 b. A lot created through a Boundary Line Adjustment.

12 2931. **Lot, Corner:** A lot abutting two or more streets at their intersection.

13 3032. **Lot, Interior:** A lot other than a corner lot.

14 3133. **Lot Lines:** The property lines along the edge of a lot or site.

- 15 a. **Front Lot Line:** A lot line that abuts a street. A through lot has 2 front lot lines.
16 b. **Side Lot Line:** Any lot line except a front or rear lot line.
17 c. **Rear Lot Line:** A lot line that is opposite a front lot line. A triangular lot has two
18 side lot lines but no rear lot line. For other irregularly shaped lots, the rear lot line
19 is all lot lines that are most nearly opposite the front lot line.
20 d. **Interior Side Line:** A side lot line that does not abut a street.
21 e. **Street Side Lot Line:** A lot line that is both a side lot line and a street lot line.
22 f. **Lot Line, Street:** Any lot lines that abut a street. Street lot line does not include
23 lot lines that abut an alley. On a corner lot, there are two (or more) street lot lines.
 Street lot line can include front lot lines and side lot lines.

3234. **Lot, Reverse Corner:** A corner lot whose front does not face the same street as
 the adjacent lot.

3335. **Lot, Through:** A lot having its front and rear lines on different streets.

3436. **Lot Width:** The horizontal distance between side lines measured along a line that
 is parallel to the front lot line and located the minimum exterior setback distance from
 the front lot line.

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3537. **Mobile Home Space:** That part of a Mobile Home Park that has been reserved for the placement of the mobile home, appurtenant structures, or additions.

3638. **Mobile Home Park:** A parcel of land under single ownership that has been planned and improved for the placement of mobile homes for nontransient use.

3739. **Negative Access Easement:** An easement, usually designated on a plat, which operates to deny direct access to a street or public way from the lot or lots adjacent to such street or way.

3840. **Nonconforming Lot:** Lots that were legally created in accordance with zoning district minimum lot size and dimensional standards in effect at the time of their creation, but which, because of amendments to the zoning regulations, no longer comply with the minimum lot size or other dimensional standards of the zoning district.

3941. **Nonconforming Structure:** Buildings or structures that were established in accordance with all zoning regulations in effect at the time of their establishment, but which, because of amendments to the zoning regulations, no longer comply with the dimensional standards of the underlying zoning district.

4042. **Nonconforming Use:** Uses that were established in accordance with zoning regulations in effect at the time of their establishment, but which, because of amendments to the zoning regulations, no longer comply with the use regulations of the underlying zoning district.

4143. **Nonprecision Instrument Runway:** a runway equipped or to be equipped with an instrument approach procedure utilizing air navigation facilities with only horizontal guidance or area-type navigation equipment.

44. **Nudity or Nude Conduct:** The showing of the human male or female genitals, pubic area, vulva, or anus with less than a fully opaque covering, or the showing of the female breast with less than a fully opaque covering of any part of the nipple and areola. For purposes of this chapter, a “fully opaque covering” must not consist of any substance that can be washed or peeled off the skin (such as paint, make-up, or latex).

4245. **Official Map:** A map established by the Board of City Commissioners showing the streets, highways and drainage systems theretofore laid out, adopted and established by law, including new subdivision plats approved by the Board of City Commissioners and the subsequent filing of such approved subdivision plats.

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4346. **Open Space:** an outdoor, unenclosed area, located on the ground or on a roof, balcony, deck, porch or terrace designed and accessible for outdoor living, recreation, pedestrian access or landscaping, but not including roads, parking areas, driveways, or other areas intended for vehicular travel.

4447. **Open Space, Common:** open space within a development, not in individually owned lots or dedicated for public use, but which is designed and intended for the common use or enjoyment of the residents or occupants of the development. Common Open Space does not include areas used for streets, alleys, driveways, or off-street parking or loading areas. However, the area of recreational activities such as swimming pools, tennis courts, shuffleboard courts, etc., may be counted as common open space.

4548. **Parcel:** A contiguous area of land in the possession of, owned by, or recorded as the property of the same person or persons.

4649. **Perimeter Street:** Any street or road which is on the perimeter of the parcel of land to be subdivided and which abuts said parcel on only one side.

4750. **Precision Instrument Runway:** a runway equipped or to be equipped with an Instrument Landing System (ILS), or a Precision Approach Radar (PAR).

4851. **Principal Building:** A building occupied by the principal use of the lot on which it is situated.

4952. **Property Owner:** The person who is shown by the County Register of Deeds as the record owner of a lot or parcel.

5053. **Public Improvement:** Any improvement for use by the general public and for which a governmental unit may ultimately assume the responsibility for maintenance and operation.

5154. **Public Utility:** Any person, firm, corporation, municipal department, or board duly authorized to furnish, and furnishing, under public regulation, to the public, electricity, gas, heat, power, steam, telephone, telegraph, transportation, or water.

55. **Regional Shopping Mall (Enclosed):** A group of retail and other commercial establishments that is planned, developed, and managed as a single property, with on-site parking provided around the perimeter of the shopping center, and that is generally at least forty acres in size and flanked by two or more large "anchor" stores, such as

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department stores. The common walkway or “mall” is enclosed, climate-controlled and lighted, usually with an inward orientation of the stores facing the walkway.

1 ~~5256.~~ **Registered Engineer:** An individual licensed and registered as a professional
2 engineer under the laws of the state of North Dakota.

3 ~~5357.~~ **Registered Land Surveyor:** An individual licensed and registered as a
4 professional land surveyor under the laws of the state of North Dakota.

5 ~~58.~~ **Regularly:** The consistent and repeated doing of an act on an ongoing basis.

6 ~~5459.~~ **Residential Structure Types:**

- 7 a. **House, Attached:** A dwelling unit that shares one or more common or abutting
8 walls with one or more dwelling units. An attached house does not share common
9 floor/ceilings with other dwelling units. An attached house is also called a
10 townhouse.
- 11 b. **House, Detached:** A dwelling unit located on its own lot that is not attached to
12 any other dwelling unit, including a residential-design manufactured housing unit.
- 13 c. **Duplex:** A single structure that contains 2 primary dwelling units on one lot. The
14 units may share common walls or common floor/ceilings.
- 15 d. **Group Living Structure:** A structure that contains sleeping areas and at least one
16 set of cooking and sanitary facilities that is used as a residence for Group Living
17 uses.
- 18 e. **Manufactured Housing Unit:** A dwelling unit constructed in accordance with
19 Federal Manufactured Housing Construction and Safety Standards (HUD code) in
20 effect after June 15, 1976. For the purpose of this Land Development Code, the
21 term “manufactured housing unit,” when used by itself, shall not include a
22 “residential-design manufactured housing unit” as defined in this section.
- 23 f. **Mobile Home:** A transportable, factory-built structure that was manufactured
 prior to enactment of or otherwise does not comply with the federal Manufactured
 Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Sec. 5401) and
 that is designed to be used as a single dwelling unit.
- g. **Multi-Dwelling Structure:** A structure that contains 3 or more dwelling units that
 share common walls or floor/ceilings with one or more units. The land underneath
 the structure is not divided into separate lots. Multi-dwelling includes structures
 commonly called garden apartments, apartments and condominiums.
- h. **Residential-Design Manufactured Housing Unit:** A manufactured housing unit
 that meets the following criteria:

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- (1) Is constructed on a permanent foundation that complies with the Uniform Building Code and the City's Building Code;
- (2) Has a minimum front width of 24 feet and a minimum depth of 20 feet;
- (3) Has a predominantly double-pitched roof with a minimum vertical rise of 2.2 inches for every 12 inches of horizontal run and a minimum eave projection and roof overhang of 10 inches on at least 2 sides. Gutters shall be counted in calculating roof overhang.
- (4) Uses siding and roofing materials customarily used on site-built homes within the City of Fargo;
- (5) Has a minimum gross floor area of 960 square feet; and
- (6) Has a minimum ceiling height of 7 feet.

5560. **Review Body:** A person or group authorized in this Land Development Code to conduct land use reviews and offer recommendations but not to take final action on the matter under review.

5661. **Runway:** the paved surface of an airport landing strip.

62. **Semi-Nude or Semi-Nudity:** The showing of the female breast below a horizontal line across the top of the areola and extending across the width of the breast at that point, or the showing of the male or female buttocks, with less than a fully opaque covering. This definition shall include the lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breasts exhibited by a bikini, dress, blouse, shirt, leotard, or similar wearing apparel provided the areola is not exposed in whole or in part. For purposes of this chapter, a "fully opaque covering" must not consist of any substance that can be washed or peeled off the skin (such as paint, make-up, or latex).

5763. **Setback:** The distance that is required by this Land Development Code to be maintained in an unobstructed state between a structure and the lot line of the lot on which the structure is located. Note: The term "setback" refers to a required minimum area, while the term "yard" refers to the actual open area.

- a. **Front Setback:** A setback that is to extend across the full width of a lot, the required depth of which is measured as the minimum horizontal distance between the front lot line and a line parallel thereto on the lot.
- b. **Interior Side Setback:** A setback that is to extend from the front lot line to the rear lot line along the side of a lot that is adjacent to another lot, the required depth of which is measured as the minimum horizontal distance between the side lot line and a line parallel thereto on the lot.

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- c. **Rear Setback:** A setback that is to extend across the full width of a lot, the required depth of which is measured as the minimum horizontal distance between the rear lot line and a line parallel thereto on the lot.
- d. **Street Side Setback:** A setback that is to extend from the front lot line to the rear lot line along the street side of a corner lot, the required depth of which is measured as the minimum horizontal distance between the street side lot line and a line parallel thereto on the lot.

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3 64. **Sexual Device:** Any three (3) dimensional object designed for stimulation of the male
4 or female human genitals, anus, buttocks, nipple, or for sadomasochistic use or abuse of
5 oneself or others and shall include devices commonly known as dildos, vibrators, penis
6 pumps, cock rings, anal beads, butt plugs, nipple clamps, and physical representations
7 of the human genital organs. Nothing in this definition shall be construed to include
8 devices primarily designed for protection against sexually transmitted diseases or for
9 preventing pregnancy.

10 65. **Sexual Device Shop:** A commercial establishment:

11 a. where more than 100 sexual devices are regularly made available for sale or rental;
12 or

13 b. where sexual devices are regularly made available for sale or rental and the
14 establishment regularly gives special prominence to sexual devices (e.g., by using
15 lighted display cases for sexual devices, having a large variety of sexual devices,
16 having a room or discrete area of the establishment significantly devoted to sexual
17 devices, or positioning sexual devices near cash registers or similar points of sale).

18 This definition shall not be construed to include an establishment located within an
19 enclosed regional shopping mall, an establishment containing a pharmacy that employs
20 a licensed pharmacist to fill prescriptions on the premises, or an establishment that is
21 enrolled in Medicare as a durable medical equipment, prosthetics, and supplies
22 (DMEPOS) supplier.

23 5866. **Solar Energy Collector:** A device or combination of devices, structure, or part of
a device or structure that transforms direct solar energy into thermal, chemical or
electrical energy and that contributes significantly to a structure's energy supply.

5967. **Specified Anatomical Areas:**

- a. Less than completely and opaquely covered:
 - (1) Human genitals, pubic region;
 - (2) Buttocks;
 - (3) Female breast below a point immediately above the top of the areola; and

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- b. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

6068. **Specified Sexual Activities:**

- a. Human genitals in a state of sexual stimulations or arousal;
- b. Acts of human masturbation, sexual intercourse, or sodomy; and
- c. Fondling of human genitals, pubic region, buttock or female breast.

6169. **Street:** A public or private way used or intended to be used for passage or travel by motor vehicles. Streets are further classified according to their design and the function they perform. The hierarchy of streets is as follows:

- a. **Local Street:** A street intended to provide direct access to abutting property and access to higher classification streets.
- b. **Local Collector Street:** A street that connects traffic from local streets and higher classification streets and that may provide direct access to abutting property.
- c. **Collector Street:** A street that connects traffic from lower classification streets and higher classification streets and that does not provide direct access to abutting property.
- d. **Minor Arterial Street:** A street with signals at major intersections and stop signs at side streets and that collects and distributes traffic to and from collector streets.
- e. **Principal Arterial Street:** A street with access control, channelized intersections, restricted parking, and that collects and distributes traffic to and from minor arterial streets.

6270. **Structural Alteration:** Any change, addition or modification in construction in the supporting members of a building, such as exterior walls, bearing walls, beams, columns, foundations, girders, floor joists, roof joists, rafters or trusses.

6371. **Structure:** Anything constructed or erected having location on or under the ground or attached to something having location on or under the ground.

6472. **Subdivision:** The division of a tract or parcel of land into lots for the purpose of, whether immediate or future, sale or of development.

6573. **Subdivision, Major:** Any subdivision that does not meet the definition of a "Minor Subdivision."

6674. **Subdivision, Minor:** A subdivision that meets all of the following criteria:

- a. Does not require the dedication of rights-of-way or construction of new streets;

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- b. Does not create any public improvements other than sidewalks;
- c. Does not land-lock or otherwise impair convenient ingress and egress to or from the rear or side of the subject tract or any adjacent property;
- d. Does not fall within the corridors of any planned or proposed street as shown upon the Official Map or approved Area Plans; and
- e. Does not violate any local, state or federally adopted law, ordinance, regulation, plan or policy.

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6775. **Telecommunication Facility, Attached:** An antenna array that is attached to an existing building or structure, including utility poles, signs, water towers, and similar structures with any associated connection cables, and an equipment facility which may be located either inside or outside of the attachment structure.

6876. **Telecommunications Support Structure:** A structure designed and constructed specifically to support an antenna array, and may include a monopole, self supporting (lattice) tower, guy-wire support tower and other similar structures. Any device used solely to attach an attached telecommunications facility to an existing building or structure shall be excluded from this definition. A monopole, self-supporting (lattice) tower, Guy-wire support tower and other similar structures which are erected or constructed on a building, water tower, or other structure for the purpose of elevating an attached telecommunications facility shall be included in this definition.

6977. **Use:** The purpose for which land or a building or structure thereon is designed, arranged, intended, or maintained or for which it is or may be used or occupied.

78. **Viewing Room:** The room or booth where a patron of an adult establishment would ordinarily be positioned while watching a film, videocassette, digital video disc, or other video on an image-producing device.

7079. **Yard:** The actual unobstructed open space that exists or that is proposed between a structure and the lot lines of the lot on which the structure is located. See "Setback."

7180. **Zoning District:** The separate geographic areas to which a specific zoning district is assigned.

a. **Base Zoning District:** A zoning district that establishes the primary permitted uses, conditional uses, and dimensional standards.

b. **Overlay Zoning District:** A zoning district that is applied to a parcel of land to add special or additional development requirements in addition to or in place of the requirements of the Base Zoning District requirements.

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7281. **Bed and Breakfast:** A facility of residential character that provides sleeping accommodations and breakfast for hire on a day-to-day basis in which the proprietor resides.

1 Section 6. Purpose, findings and rationale.

- 2 A. *Purpose.* It is the purpose of this ordinance to regulate adult establishments in order to
3 promote the health, safety, and general welfare of the citizens of the city, and to establish
4 reasonable and uniform regulations to prevent the deleterious secondary effects of adult
5 establishments within the city. The provisions of this chapter have neither the purpose nor
6 effect of imposing a limitation or restriction on the content or reasonable access to any
7 communicative materials, including sexually oriented materials. Similarly, it is neither the
8 intent nor effect of this chapter to restrict or deny access by adults to sexually oriented
9 materials protected by the First Amendment, or to deny access by the distributors and
10 exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent
11 nor effect of this chapter to condone or legitimize the distribution of obscene material.
- 12 B. *Findings and Rationale.* Based on evidence of the adverse secondary effects of adult uses
13 presented in hearings and in reports made available to the Board of City Commissioners, and
14 on findings, interpretations, and narrowing constructions incorporated in the cases of *City of*
15 *Littleton v. Z.J. Gifts D-4, L.L.C.*, 541 U.S. 774 (2004); *City of Los Angeles v. Alameda Books,*
16 *Inc.*, 535 U.S. 425 (2002); *City of Erie v. Pap's A.M.*, 529 U.S. 277 (2000); *City of Renton v.*
17 *Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, 427 U.S. 50
18 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109
19 (1972); *N.Y. State Liquor Authority v. Bellanca*, 452 U.S. 714 (1981); *Sewell v. Georgia*, 435
20 U.S. 982 (1978); *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215 (1990); *City of Dallas v.*
21 *Stanglin*, 490 U.S. 19 (1989); and
22 *McCrothers Corp. v. City of Mandan*, 728 N.W.2d 124 (N.D. 2007); *Adam and Eve*
23 *Jonesboro, LLC v. Perrin*, 933 F.3d 951 (8th Cir. 2019); *Farkas v. Miller*, 151 F.3d 900 (8th
Cir. 1998); *Jakes, Ltd. v. City of Coates*, 284 F.3d 884 (8th Cir. 2002); *BZAPS, Inc. v. City of*
Mankato, 268 F.3d 603 (8th Cir. 2001); *SOB, Inc. v. County of Benton*, 317 F.3d 856 (8th Cir.
2003); *Scope Pictures v. City of Kansas City*, 140 F.3d 1201 (8th Cir. 1998); *Excalibur Group*
v. City of Minneapolis, 116 F.3d 1216 (8th Cir. 1997); *ILQ Invs. v. City of Rochester*, 25 F.3d
1413 (8th Cir. 1994); *Ambassador Books & Video v. City of Little Rock*, 20 F.3d 858 (8th Cir.
1994); *Alexander v. Minneapolis*, 928 F.2d 278 (8th Cir. 1991); *John Doe v. Minneapolis*, 898
F.2d 612 (8th Cir. 1990); *Thames Enters. v. St. Louis*, 851 F.2d 199 (8th Cir. 1988); *Xiong v.*
City of Moorhead, 2009 WL 322217 (D. Minn. Feb. 2, 2009); *Enlightened Reading, Inc. v.*
Jackson County, 2009 WL 792492 (W.D. Mo. March 24, 2009); *Stardust, 3007 LLC v. City of*
Brookhaven, 899 F.3d 1164 (11th Cir. 2018); *HH-Indianapolis, LLC v. Consol. City of*

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 *Indianapolis/Marion County*, 889 F.3d 432 (7th Cir. 2018); *HH-Indianapolis, LLC v. Consol.*
 2 *City of Indianapolis/Marion County*, 265 F. Supp. 3d 873 (S.D. Ind. 2017); *Stardust 3007,*
 3 *LLC v. City of Brookhaven*, 348 Ga. App. 711 (2019); *Daytona Grand, Inc. v. City of Daytona*
 4 *Beach*, 490 F.3d 860 (11th Cir. 2007); *Tokyo Gwinnett, LLC v. Gwinnett County*, No. 1:15-
 5 *cv-2606*, 2022 WL 1027633 (N.D. Ga. April 6, 2022); *Williams v. Morgan*, 478 F.3d 1316
 6 (11th Cir. 2007); *David Vincent, Inc. v. Broward County*, 200 F.3d 1325 (11th Cir. 2000);
 7 *DLS, Inc. v. City of Chattanooga*, 107 F.3d 403 (6th Cir. 1997); *Morrison v. State*, 272 Ga.
 8 129 (2000); *Chamblee Visuals, LLC v. City of Chamblee*, 270 Ga. 33 (1998); *Entm't Prods.,*
 9 *Inc. v. Shelby County*, 721 F.3d 729 (6th Cir. 2013); *Lund v. City of Fall River*, 714 F.3d 65
 10 (1st Cir. 2013); *Imaginary Images, Inc. v. Evans*, 612 F.3d 736 (4th Cir. 2010); *LLEH, Inc. v.*
 11 *Wichita County*, 289 F.3d 358 (5th Cir. 2002); *Ocello v. Koster*, 354 S.W.3d 187 (Mo. 2011);
 12 *84 Video/Newsstand, Inc. v. Sartini*, 2011 WL 3904097 (6th Cir. Sept. 7, 2011); *Plaza Group*
 13 *Properties, LLC v. Spencer County Plan Commission*, 877 N.E.2d 877 (Ind. Ct. App. 2007);
 14 *East Brooks Books, Inc. v. Shelby County*, 588 F.3d 360 (6th Cir. 2009); *Entm't Prods., Inc. v.*
 15 *Shelby County*, 588 F.3d 372 (6th Cir. 2009); *Sensations, Inc. v. City of Grand Rapids*, 526
 16 F.3d 291 (6th Cir. 2008); *World Wide Video of Washington, Inc. v. City of Spokane*, 368 F.3d
 17 1186 (9th Cir. 2004); *Ben's Bar, Inc. v. Village of Somerset*, 316 F.3d 702 (7th Cir. 2003);
 18 *Heideman v. South Salt Lake City*, 348 F.3d 1182 (10th Cir. 2003); *H&A Land Corp. v. City of*
 19 *Kennedale*, 480 F.3d 336 (5th Cir. 2007); *Hang On, Inc. v. City of Arlington*, 65 F.3d 1248
 20 (5th Cir. 1995); *Fantasy Ranch, Inc. v. City of Arlington*, 459 F.3d 546 (5th Cir. 2006); *Illinois*
 21 *One News, Inc. v. City of Marshall*, 477 F.3d 461 (7th Cir. 2007); *G.M. Enterprises, Inc. v.*
 22 *Town of St. Joseph*, 350 F.3d 631 (7th Cir. 2003); *Richland Bookmart, Inc. v. Knox County*,
 23 555 F.3d 512 (6th Cir. 2009); *Bigg Wolf Discount Video Movie Sales, Inc. v. Montgomery*
County, 256 F. Supp. 2d 385 (D. Md. 2003); *Richland Bookmart, Inc. v. Nichols*, 137 F.3d 435
 (6th Cir. 1998); *Spokane Arcade, Inc. v. City of Spokane*, 75 F.3d 663 (9th Cir. 1996); *DCR,*
Inc. v. Pierce County, 964 P.2d 380 (Wash. Ct. App. 1998); *City of New York v. Hommes*, 724
 N.E.2d 368 (N.Y. 1999); *Taylor v. State*, No. 01-01-00505-CR, 2002 WL 1722154 (Tex. App.
 July 25, 2002); *Fantasyland Video, Inc. v. County of San Diego*, 505 F.3d 996 (9th Cir. 2007);
U.S. v. Baston, 818 F.3d 651 (11th Cir. 2016); *Johnson v. California State Bd. of*
Accountancy, 72 F.3d 1427 (9th Cir. 1995); *Spencer v. World Vision, Inc.*, 633 F.3d 723
 (9th Cir. 2010); *Mutschler v. City of Phoenix*, 129 P.3d 71 (Ariz. Ct. App. 2006); *Fleck &*
Assocs. v. City of Phoenix, 356 F. Supp. 2d 1034 (D. Ariz. 2005); and in *Recreational*
Developments of Phoenix, Inc. v. City of Phoenix, 220 F. Supp. 2d 1054 (D. Ariz. 2002);
Gammoh v. City of La Habra, 395 F.3d 1114 (9th Cir. 2005); *Z.J. Gifts D-4, L.L.C. v. City of*
Littleton, Civil Action No. 99-N-1696, Memorandum Decision and Order (D. Colo. March 31,
 2001); *People ex rel. Deters v. The Lion's Den, Inc.*, Case No. 04-CH-26, Modified Permanent
 Injunction Order (Ill. Fourth Judicial Circuit, Effingham County, July 13, 2005); *Reliable*
Consultants, Inc. v. City of Kennedale, No. 4:05-CV-166-A, Findings of Fact and Conclusions
 of Law (N.D. Tex. May 26, 2005);

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

and based upon reports concerning secondary effects occurring in and around adult establishments, including, but not limited to, “Correlates of Current Transactional Sex among a Sample of Female Exotic Dancers in Baltimore, MD,” Journal of Urban Health (2011); “Does the Presence of Sexually Oriented Businesses Relate to Increased Levels of Crime?” Crime & Delinquency (2012) (Louisville, KY); Metropolis, Illinois – 2011-12; Manatee County, Florida – 2007; Hillsborough County, Florida – 2006; Clarksville, Indiana – 2009, 2013-2019; El Paso, Texas – 2008; Memphis, Tennessee – 2006; New Albany, Indiana – 2009; Louisville, Kentucky – 2004; Fulton County, GA – 2001; Chattanooga, Tennessee – 1999-2003; Jackson County, Missouri – 2008; Ft. Worth, Texas – 2004; Kennedale, Texas – 2005; Greensboro, North Carolina – 2003; Dallas, Texas – 1997; Houston, Texas – 1997, 1983; Phoenix, Arizona – 1995-98, 1979; Tucson, Arizona – 1990; Spokane, Washington – 2001; St. Cloud, Minnesota – 1994; Austin, Texas – 1986; Indianapolis, Indiana – 1984; Garden Grove, California – 1991; Los Angeles, California – 1977; Whittier, California – 1978; Oklahoma City, Oklahoma – 1986; New York, New York Times Square – 1994; the Report of the Attorney General’s Working Group On The Regulation Of Sexually Oriented Businesses, (June 6, 1989, State of Minnesota); Dallas, Texas – 2007; “Rural Hotspots: The Case of Adult Businesses,” 19 Criminal Justice Policy Review 153 (2008); “Stripclubs According to Strippers: Exposing Workplace Sexual Violence,” by Kelly Holsopple, Program Director, Freedom and Justice Center for Prostitution Resources, Minneapolis, Minnesota; “Sexually Oriented Businesses: An Insider’s View,” by David Sherman, presented to the Michigan House Committee on Ethics and Constitutional Law, Jan. 12, 2000; Sex Store Statistics and Articles; Indianapolis / Marion County Board of Zoning Appeals Documents; Law Enforcement and Private Investigator Affidavits (Adult Cabarets in Forest Park, GA and Sandy Springs, GA); DeKalb County Testimony and Reports – 2014; and Strip Club-Trafficking Documents, the board finds:

1. Adult establishments, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, personal and property crimes, human trafficking, prostitution, potential spread of disease, lewdness, public indecency, obscenity, illicit drug use and drug trafficking, negative impacts on surrounding properties, urban blight, litter, and sexual assault and exploitation. Alcohol consumption impairs judgment and lowers inhibitions, thereby increasing the risk of adverse secondary effects.
2. Adult establishments should be separated from sensitive land uses to minimize the impact of their secondary effects upon such uses, and should be separated from other adult establishments, to minimize the secondary effects associated with such uses and to prevent an unnecessary concentration of adult establishments in one area.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 3. Each of the foregoing negative secondary effects constitutes a harm which the city has a substantial government interest in preventing and/or abating. The city's interest in regulating adult establishments extends to preventing future secondary effects of either current or future adult establishments that may locate in the city. The city finds that the cases and documentation relied on in this ordinance are reasonably believed to be relevant to said secondary effects.

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Section 7. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

Timothy J. Mahoney, Mayor

(Seal)

Attest:

First Reading:
Second Reading:
Final Reading:
Publication:

Steven Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY
 FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Exhibit 1 – Amendment to Table 20-0401

Use Category	Definition (Excerpt; See Sec. 20-1203)	Specific Use Type	Zoning Districts																																																		
			A G	S R	S R	S R	S R	S R	S R	S R	SS RR	SS RR	M R	M R	M R	M R	M R	M R	M R	M R	M R	M R	U M	U M	U M	N O	N C	G O	L C	D M	G C	L I	G I	P I																			
...																																																					
Commercial																																																					
Adult Entertainment Center Establishment	an adult arcade, adult bookstore, adult cinema, or adult entertainment facility, or sexual device shop		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
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38a

December 9, 2022

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1222 5th St N as submitted by David and Carolyn Boutain. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$592 with the City of Fargo's share being \$101.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski".

Mike Splonskowski
City Assessor

nlb
attachment

Page 103 **Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings**

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed Blk 3, Lot S 15 Ft of E 1/2 of 5 & N 43 Ft of E 1/2 of 6, James Holes

2. Address of Property 1222 5 St N

3. Parcel Number 01-1370-00370-000

4. Name of Property Owner David & Carolyn Boutain Phone No. (H) 701-293-8026
(C) 701-866-4505

5. Mailing Address of Property Owner 1222 5 St N

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). New Siding

7. Building permit No. 2210-0401 8. Year built (residential property) 1950

9. Date of commencement of making the improvements 10-18-22

10. Estimated market value of property before the improvements \$ 269,500.00

11. Cost of making the improvement (all labor, material and overhead) \$ 45,050.50

12. Estimated market value of property after the improvements \$ _____

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant Carolyn Boutain Date 11-25-22

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do do not meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization Walter J. [Signature] Date 12-16-2022

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved Denied

Approval is subject to the following conditions: _____

Exemption is allowed for years 20____, 20____, 20____, 20____, 20____.

Chairperson _____ Date _____



386

December 9, 2022

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2521 Lilac Ln N as submitted by Leslie Laam and Justin Walden. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$185 with the City of Fargo's share being \$32.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski".

Mike Splonskowski
City Assessor

nlb
attachment

Page 105 **Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed Blk21, Lot 4, Woodcrest Park

2. Address of Property 2521 Lilac Ln N

3. Parcel Number 01-4080-00370-000

4. Name of Property Owner Leslie Laam & Justin Walden Phone No. 701-515-8915

5. Mailing Address of Property Owner 2521 Lilac Ln N

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Bath remodel

7. Building permit No. 2209-0299 8. Year built (residential property) 1975

9. Date of commencement of making the improvements Aug 15, 2022

10. Estimated market value of property before the improvements \$ 391,500.00

11. Cost of making the improvement (all labor, material and overhead) \$ 43,055

12. Estimated market value of property after the improvements \$ _____

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant [Signature] Date 12/5/22

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do do not meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization [Signature] Date 12-16-2022

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved Denied

Approval is subject to the following conditions: _____

Exemption is allowed for years 20____, 20____, 20____, 20____, 20____.

Chairperson _____ Date _____



380

December 9, 2022

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 109 15th Ave N as submitted by Stephanie Rasmussen. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$166 with the City of Fargo's share being \$28.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski". The signature is written in a cursive style.

Mike Splonskowski
City Assessor

nlb
attachment

Page 107 **Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed Blk 6, Lot 34, McDermotts

2. Address of Property 109 15 Ave N

3. Parcel Number 01-1890-01430-000

4. Name of Property Owner Stephanie Rasmussen Mouta Phone No. 701-238-1697

5. Mailing Address of Property Owner 109 15 Ave N

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Bath remodel

7. Building permit No. 2203-0148 8. Year built (residential property) 1950

9. Date of commencement of making the improvements April 2022

10. Estimated market value of property before the improvements \$ 220,200.00

11. Cost of making the improvement (all labor, material and overhead) \$ 12,000.00

12. Estimated market value of property after the improvements \$ 226,200.00

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant Stephanie Mouta Date 12/7/22

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do do not meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization [Signature] Date 12-16-2022

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved Denied

Approval is subject to the following conditions: _____

Exemption is allowed for years 20 __, 20 __, 20 __, 20 __, 20 __.

Chairperson _____ Date _____



38d

December 2, 2022

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 105 Meadowlark Ln N as submitted by Travis and Anne Chirstensen. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$651 with the City of Fargo's share being \$111.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski".

Mike Splonskowski
City Assessor

nlb
attachment

Page 109 **Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed Blk 20, Lot 9, Woodcrest Park

2. Address of Property 105 Meadowlark Ln N

3. Parcel Number 01-4080-00330-000

4. Name of Property Owner Travis & Anne Christensen Phone No. 701-793-1460

5. Mailing Address of Property Owner 105 Meadowlark Ln N

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Remodel Kitchen

7. Building permit No. 2205-0010 8. Year built (residential property) 1975

9. Date of commencement of making the improvements 5/2022

10. Estimated market value of property before the improvements \$ 367,800.00

11. Cost of making the improvement (all labor, material and overhead) \$ 80,000

12. Estimated market value of property after the improvements \$ _____

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant Anne Christensen Date 12-1-22

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do do not meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization Walter Glowinski Date 12-6-2022

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved Denied

Approval is subject to the following conditions: _____

Exemption is allowed for years 20___, 20___, 20___, 20___, 20___.

Chairperson _____ Date _____



38e

December 1, 2022

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2825 Maple St N as submitted by David and Brittney Piper. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$816 with the City of Fargo's share being \$139.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski".

Mike Splonskowski
City Assessor

nlb
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed Blk 9, Lot 6, Elm Tree Park 2nd

2. Address of Property 2825 Maple St N

3. Parcel Number 01-0751-00430-000

4. Name of Property Owner David & Brittnay Piper Phone No. 701-471-9685

5. Mailing Address of Property Owner 2825 Maple St N

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Remodel main floor

7. Building permit No. 2208-0248 8. Year built (residential property) 1971

9. Date of commencement of making the improvements 7-26-22

10. Estimated market value of property before the improvements \$ 440,700.00

11. Cost of making the improvement (all labor, material and overhead) \$ 179,000

12. Estimated market value of property after the improvements \$ 590,000/unknown

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant *Brittnay Piper* Date 11-29-22

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do not meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization *Michelle Sambrano* Date 12-6-2022

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved Denied

Approval is subject to the following conditions: _____

Exemption is allowed for years 20 __, 20 __, 20 __, 20 __, 20 __.

Chairperson _____ Date _____



384

November 22, 2022

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2529 58 Ave S as submitted by Mark and Kathy Scmitt. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$1,158 with the City of Fargo's share being \$197.

Sincerely,

A handwritten signature in black ink that reads "Mike Spionskowski".

Mike Spionskowski
City Assessor

nlb
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed Lot 1 Alverson 2nd Subd

2. Address of Property 2529 58 Ave S

3. Parcel Number 01-5940-00010-000

4. Name of Property Owner Mark & Kathy Schmitt Phone No. 701-306-2360

5. Mailing Address of Property Owner 2529 58 Ave S

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Mechanical upgrade. Interior remodel.

7. Building permit No. 22030273 8. Year built (residential property) 1995

9. Date of commencement of making the improvements _____

10. Estimated market value of property before the improvements \$ 438,000.00

11. Cost of making the improvement (all labor, material and overhead) \$ 160,000.00

12. Estimated market value of property after the improvements \$ _____

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant Kathy Schmitt Date 11/17/22

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do do not meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization Milo Gloushank Date 12-10-2022

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved Denied

Approval is subject to the following conditions: _____

Exemption is allowed for years 20____, 20____, 20____, 20____, 20____.

Chairperson _____ Date _____



November 22, 2022

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2425 East Country Club Dr. S as submitted by Neil Ebeling and Jessica Magness. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$287 with the City of Fargo's share being \$49.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike Splonskowski".

Mike Splonskowski
City Assessor

nlb
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Neil Ebeling + Jessica Magness Phone No. 701/610-8790

2. Address of Property 2425 East Country Club Dr. S.
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lot 17 Block 6

4. Parcel Number 01-0501-01060-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner Same
City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remodel Lower Level

7. Building Permit No. 21060089 8. Year Built 1971

9. Date of Commencement of making the improvement 6/8/21

10. Estimated market value of property before improvement \$ 348,400

11. Cost of making the improvement (all labor, material and overhead) \$ 90,000

12. Estimated market value of property after improvement \$ 370,200

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature [Signature] Date 11/4/22

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s):
Assessor's Signature [Signature] Date 12-6-2022

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved
Approval subject to the following conditions: _____
Chairman of Governing Body _____ Date _____



38h

November 30, 2022

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1315 9 St S as submitted by Dawson Schefter. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$425 with the City of Fargo's share being \$72.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski".

Mike Splonskowski
City Assessor

nlb
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed D & N 10 FT OF E & S 1 FT ON W END & S 6 IN OF E END OF C

2. Address of Property 1315 9TH ST S FARGO, ND 58103

3. Parcel Number 01-1400-00730-000

4. Name of Property Owner Dawson & Karly Schefter Phone No. (701) 370-3709

5. Mailing Address of Property Owner 1315 9TH ST S FARGO, ND 58103

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Addition to existing single family dwelling adding a bedroom and bathroom, upgrading interior finishes, removing all plaster and lath, updating all mechanical elements, adding two fireplaces, new siding and windows, new roofing, the addition of a porch and deck, new driveway, and the construction of a garage.

7. Building permit No. #1808-1389-REN #1908-0918-REN 8. Year built (residential property) 1924

9. Date of commencement of making the improvements 8/16/2018

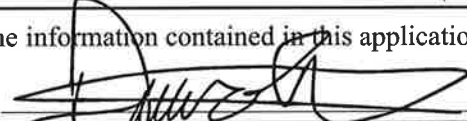
10. Estimated market value of property before the improvements \$ 269,900

11. Cost of making the improvement (all labor, material and overhead) \$ 325,000

12. Estimated market value of property after the improvements \$ 610,000


Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant  Date 11/29/22

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization  Date 12-6-2022

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved Denied

Approval is subject to the following conditions: _____

Exemption is allowed for years 20 __, 20 __, 20 __, 20 __, 20 __.

Chairperson _____ Date _____



38i

November 30, 2022

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2501 38 Ave S as submitted by Geoffrey Childress and Christine Dotzenrod. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$480 with the City of Fargo's share being \$82.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski". The signature is written in a cursive style.

Mike Splonskowski
City Assessor

nlb
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Geoffrey Childress + Christine Ditzendro Phone No. 701/640-8906

2. Address of Property 2501 38th Ave. S.
City FARGO State ND Zip Code 58104

3. Legal description of the property for which the exemption is being claimed. Lot 1 Block 5 Stonebridge Farms Add'n

4. Parcel Number 01-29²⁰00-00770-⁰⁰⁰ Residential Commercial Central Business District

5. Mailing Address of Property Owner Same
City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remodel Kitchen

7. Building Permit No. 22030361 8. Year Built 1991

9. Date of Commencement of making the improvement 3/21/22

10. Estimated market value of property before improvement \$ 372,100

11. Cost of making the improvement (all labor, material and overhead) \$ 64,121.86

12. Estimated market value of property after improvement \$ _____

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

Applicant's Signature Geoffrey Childress Date 11-26-22

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): _____

Assessor's Signature Mark Glowinski Date 12-6-2022

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____